



Meetings are held at the
Ilwaco Community Building Meeting Room
158 First Ave North in Ilwaco, WA

**CITY OF ILWACO
CITY COUNCIL MEETING**

Monday, June 23, 2014

5:00 p.m. SPECIAL MEETING

Executive Session – Discuss Potential litigation with attorney RCW 42.30.110(1)(i)

Discussion Item - Pursuit of New Agreement with Seaview Sewer District

**6:00 p.m. REGULAR COUNCIL MEETING
AGENDA**

A. Call to order

B. Flag Salute

C. Roll Call

D. Approval of Agenda

E. Consent Agenda

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes (TAB 1)

a. June 9, 2014, Regular meeting

2. Claims & Vouchers (TAB 2)

a. Checks: 36652 to 36654 + Electronic \$17,285.06

b. Checks: 36655 to 36687 \$68,330.29

GRAND TOTAL: \$85,615.35

F. Reports

1. Staff Reports (TAB 3)

a. Treasurer's Report

b. Public Works Supervisor's Report

2. Council Reports

3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

1. **CresComm License Agreement (TAB 4) –*Forner & Mulinix***
2. **Interlocal Agreement between DOR and City of Ilwaco for Business Licensing services (TAB 5) –*Cassinelli***
3. **Additional Scope of Work for Consultant Contract (TAB 6) –*Marshall & Cassinelli***
4. **City Center Reservoir (TAB 7) –*Cassinelli***

I. Discussion

1. **Pursuit of New Agreement with Seaview Sewer District (TAB 9) –*Cassinelli***
2. **iFocus Contract Renewal (TAB 10) –*Cassinelli***
3. **Interlocal Agreement between City of Ilwaco and Port of Ilwaco (TAB 11) –*Cassinelli***
4. **Recreation and Conservation Funding Board - Recreation Trails Program Grant Application (TAB 12) –*Haldeman***
5. **Recreation and Conservation Funding Board – Non-Highway and Off-Road Vehicles Activities Grant Application (TAB 13) –*Haldeman***

J. Correspondence and Written Reports

K. Future Discussion/Agendas

1. **Amended Procedures Ordinance—*City Planner***

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Special Meeting	Monday	06/23/2014	5:00 p.m.	Community Building
City Council	Regular Meeting	Monday	06/23/14 02/10/14	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	07/11/14	5:00 p.m.	Community Building
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	07/22/14	6:00 p.m.	Community Building
Port/City Council Meeting	Will resume in October	Tuesday	10/14/14	6:00 p.m.	Port Meeting Room



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, June 9, 2014**

A. Call to order

Mayor Pro Tempore Jensen called the meeting to order at 6:00pm

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Mayor Pro Tempore Jensen and Councilmembers Mulinix, Marshall, Chambreau and Forner. Absent Mayor Cassinelli

D. Approval of Agenda

Councilmember Marshall requested that two discussion items be added, Additional Scope of Work for Consultant Contract and the Pursuit of a New Agreement with Seaview Sewer District.
ACTION: Motion to approve agenda with amendment (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 36597 to 36605 + electronic totaling \$32,704.56 and Checks 36606 to 36651 totaling \$210,909.79 for a grand total of \$243,614.35
ACTION: Motion to approve the consent agenda (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

- a. Police Chief Wright provided a written report.
- b. The Water Plant Supervisor provided a written report.

2. Council Reports

- a. Councilmember Mulinix reported that she attended the marketing meeting and mentioned the Parks and Recreation Commission "End of School Event".
- b. Councilmember Jensen reported that he has been working on drafting easements for the sewer line near Cougar Trot Lane.
- c. Councilmember Marshall asked if the City Hall staff could provide a report on the status of the "City Standards".
- d. Councilmember Chambreau reported that he attended a meeting with the Mayor, Chief Wright and Councilmember Forner on possibly making edits to the current Noise Ordinance.

e. Councilmember Forner reported that he attended the marketing meeting and the Noise Ordinance meeting as well.

3. Mayor's Report

a. Mayor Cassinelli was absent.

G. Comments of Citizens and Guests Present

H. Business

1. Proposed Marijuana Legislation, amendments to Title 15 of IMC

There was more discussion on the zoning buffer and questions about the homes that are zoned commercial. City Planner Ryan Crater presented the material and stated that the SEPA was complete. The Council agreed that the proposed legislation looked thorough and complete.

ACTION: Motion to recommend that the Mayor direct the City Planner/City Clerk to submit the "60 day GMA Notice of Intent to Adopt an Amendment" to the Washington Department of Commerce in accordance with RCW 36.70A.106. Motion to recommend that at the end of the 60 day Notice, Council holds a formal public hearing in accordance with Title 15.08.110 and 15.56.030 (G) and take legislative action in accordance with Title 15.56.030 (H) regarding the proposed legislation known here as "Part 3 – Zoning, Chapter 15.59 – Marijuana Related Uses (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

2. Purchase of two 35 horsepower Flygt Pumps from Whitney Equipment Company, Inc.

ACTION: Motion to adopt the resolution to purchase two 35 horsepower Flygt Pumps from the Whitney Equipment Company, Inc. for the sewer collection system at Cape Disappointment liftstations and to accept the sole source justification (Mulinix/Chambreau). 5 Ayes 0 Nays 0 Abstain.

3. Contract to Purchase Adsorption Clarifier

ACTION: Motion to authorize the Mayor to enter the agreement with WesTech for \$410,485.50 for an adsorption clarifier after review by the city attorney (Marshall/Mulinix) 5 Ayes 0 Nays 0 Abstain.

I. Discussion

1. CresComm License Agreement

Councilmembers Forner and Mulinix presented the item. Forner explained that CresComm would make quarterly payments for their equipment to remain on City property. Mayor Pro Tempore Jensen inquired about the City's contract with Charter and what the monthly costs are.

ACTION: Move to business at the next meeting.

2. Purchase of two 35 horsepower Flygt Pumps from Whitney Equipment Company, Inc.

Wastewater Supervisor Warren Hazen explained to the council that Flygt is considered the City standard when it comes to pumps. He also explained that the new pumps would make the existing sewer collection system liftstation work more efficiently. **ACTION: Motion to amend the drafted motion to "Motion to adopt the resolution to purchase two 35 horsepower Flygt Pumps from the Whitney Equipment Company, Inc. for the sewer collection system at Cape Disappointment liftstations and to accept the sole source justification" (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.**

ACTION: Motion to move this item to Business at this meeting (Mulinix/Chambreau). 5 Ayes 0 Nays 0 Abstain.

3. City Center Reservoir

Councilmember Chambreau would like to know what the value of the “fix” would be in monetary terms. Councilmember Forner mentioned that he was still not satisfied with the options that G&O presented. There was continued discussion on some possible alternatives and what action should be taken next. At that time Councilmember Marshall called for an executive session to discuss potential litigation. Mayor Pro Tempore Jensen closed the regular meeting at 7:25pm and announced that the Council would be in executive session for 10 minutes. He then closed the executive session at 7:31pm and reopened the regular meeting. **ACTION: This item will be further discussed at a Special Meeting at 5:00 p.m. on June 23.**

4. Interlocal Agreement between DOR and the City of Ilwaco for Business Licensing Services

Some of the Council wanted to know exactly what these services entailed which the Clerk explained. Mayor Pro Tempore Jensen had a question about the collection of sales tax and who regulates it. **ACTION: Move to Business at the next meeting.**

5. Contract to Purchase Adsorption Clarifier

There was little discussion about this since this had been an item on the April 14, 2014 agenda. **ACTION: Move to Business at this meeting (Marshall/Mulinix) 5 Ayes 0 Nays 0 Abstain.**

6. Additional Scope of Work for Consultant Contract

City Planner Ryan Crater presented this item, and explained that he did not currently have the time to work on the Critical Areas Ordinance (CAO). Therefore, he was recommending the Council hire The Watershed Company to update it. The City has employed The Watershed Company to complete the Shoreline Master Program update. At the same time they could complete the CAO update which the City must have done to be in compliance with the Washington State Growth Management Act. **ACTION: Move to business at the next meeting.**

7. Pursuit of New Agreement with Seaview Sewer District

There was a lot of discussion on this topic and a lot of questions. Councilmember Chambreau wanted to know what the benefits for the City of Ilwaco would be if they were to enter into a new agreement with the Seaview Sewer District. Councilmember Mulinix questioned, who would be responsible for repairs and maintenance of the current sewer lines. Councilmember Marshall suggested that a meeting be scheduled with the Council, the Mayor, Treasurer and Attorney Steve DiJulio to discuss this further. **ACTION: Leave as a Discussion item for the next meeting.**

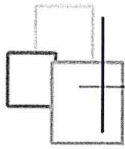
K. Correspondence and Written Reports

L. Adjournment

ACTION: Motion to adjourn the meeting (Forner/Mulinix). Mayor Pro Tempore Jensen adjourned the meeting at 8:20 p.m.

David Jensen, Mayor Pro Tempore

Ariel Smith, Deputy City Clerk



Register

Number	Name	Fiscal Description	Cleared	Amount
<u>36652</u>	Fero, Jimmie W	2014 - June - Second meeting		\$1,032.68
<u>36653</u>	Gardner, Daryl W	2014 - June - Second meeting		\$1,599.64
<u>36654</u>	Schweizer, Dennis	2014 - June - Second meeting		\$1,507.13
ACH Pay - 1126	Benson, Austin	2014 - June - Second meeting		\$868.39
ACH Pay - 1129	Gustafson, David M.	2014 - June - Second meeting		\$1,412.20
ACH Pay - 1130	Hazen, Warren M.	2014 - June - Second meeting		\$1,607.85
ACH Pay - 1131	Mc Kee, David A	2014 - June - Second meeting		\$1,672.22
ACH Pay - 1132	Mc Millan, Elaine	2014 - June - Second meeting		\$2,010.23
ACH Pay - 1134	Smith, Ariel	2014 - June - Second meeting		\$1,182.04
ACH Pay - 1135	Staples, Terri P	2014 - June - Second meeting		\$421.38
<u>EFT 6-20-14</u>	U.S. Treasury Department	2014 - June - Second meeting		\$3,971.30
				\$17,285.06

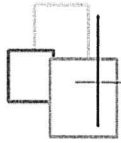
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 36652 through 36654 and electronic payments totalling \$17,285.06 are approved this 9th day of June, 2014.

Council member

Council member

Treasurer

Council member



Register

Fiscal: 2014
Deposit Period: 2014 - June
Check Period: 2014 - June - Second meeting

Number	Name	Print Date	Clearing Date	Amount
Bank of the Pacific		8023281		
Check				
36655	VOID	6/23/2014		\$0.00
36656	A & E Security Solutions, Inc.	6/23/2014		\$329.25
36657	Ace Industrial Supply	6/23/2014		\$526.91
36658	ALS Environmental	6/23/2014		\$270.00
36659	Alsco-American Linen Div.	6/23/2014		\$29.81
36660	Art's Auto Parts, Inc.	6/23/2014		\$34.49
36661	Beach Batteries, Inc	6/23/2014		\$104.41
36662	Centurylink	6/23/2014		\$1,416.80
36663	Charter Communications	6/23/2014		\$80.00
36664	CREST	6/23/2014		\$2,520.00
36665	EC Power Systems	6/23/2014		\$5,204.37
36666	Englund Marine Supply Inc	6/23/2014		\$547.97
36667	Evergreen Septic Service	6/23/2014		\$80.00
36668	Gray & Osborne, Inc.	6/23/2014		\$24,829.88
36669	Green River Community College/WETRC	6/23/2014		\$185.00
36670	HD Fowler Company	6/23/2014		\$5,296.91
36671	IFOCUS Consulting Inc.	6/23/2014		\$1,754.00
36672	J & I Power Equipment	6/23/2014		\$3,427.16
36673	John Deere Financial	6/23/2014		\$1,115.28
36674	K & L Supply, Inc.	6/23/2014		\$257.81
36675	L N Curtis & Sons	6/23/2014		\$1,076.70
36676	Northstar Chemical, Inc.	6/23/2014		\$959.42
36677	Pacific CO Auditor	6/23/2014		\$72.00
36678	PUD No 2 of Pacific County	6/23/2014		\$8,947.03
36679	Sparks Automotive Inc.	6/23/2014		\$358.73
36680	Tangly Cottage Gardening	6/23/2014		\$775.83
36681	The Watershed Company	6/23/2014		\$255.00
36682	Tire Hut	6/23/2014		\$494.24
36683	Total Vegetation Management	6/23/2014		\$5,972.12
36684	Vision Municipal Solutions, Llc	6/23/2014		\$451.23
36685	Wadsworth Electric	6/23/2014		\$405.86
36686	Walter E. Nelson Co. of Astoria	6/23/2014		\$362.63
36687	Wilcox & Flegel Oil Co.	6/23/2014		\$189.45
Total Check				\$68,330.29
Total 8023281				\$68,330.29
Grand Total				\$68,330.29

CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers 36655 through 36687 are approved for payment in the amount of: **\$68,330.29**

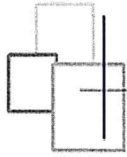
This _____ day of _____, 2014

Council member

Council member

Treasurer

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.	36656			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:15:39 AM			
		120906			
		001-000-000-514-20-31-00		Office & Operating Supplies	\$65.85
		001-000-000-522-10-31-00		Office & Operating Supplies	\$65.85
		101-000-000-543-30-30-00		Office And Operating	\$65.85
		401-000-000-534-00-31-00		Operation & Maintenance	\$65.85
		409-000-000-535-00-31-01		Operations And Maintenance	\$65.85
		Total Invoice - 6/17/2014 11:15:39 AM			\$329.25
	Total 36656				\$329.25
Total A & E Security Solutions, Inc.					\$329.25
Ace Industrial Supply	36657			2014 - June - Second meeting	
		Invoice - 6/18/2014 12:09:27 PM			
		1343355			
		409-000-000-535-00-31-01		Operations And Maintenance	\$526.91
		Total Invoice - 6/18/2014 12:09:27 PM			\$526.91
	Total 36657				\$526.91
Total Ace Industrial Supply					\$526.91
ALS Environmental	36658			2014 - June - Second meeting	
		Invoice - 6/18/2014 12:10:04 PM			
		51-258020-0			
		401-000-000-534-00-31-00		Operation & Maintenance	\$270.00
		Total Invoice - 6/18/2014 12:10:04 PM			\$270.00
	Total 36658				\$270.00
Total ALS Environmental					\$270.00
AlSCO-American Linen Div.	36659			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:15:56 AM			
		LPOR1224932			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$7.45
		101-000-000-543-30-30-00		Office And Operating	\$7.45
		401-000-000-534-00-31-00		Operation & Maintenance	\$7.45
		409-000-000-535-00-31-01		Operations And Maintenance	\$7.46
		Total Invoice - 6/17/2014 11:15:56 AM			\$29.81
	Total 36659				\$29.81
Total AlSCO-American Linen Div.					\$29.81
Art's Auto Parts, Inc.	36660			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:16:22 AM			
		115898			
		001-000-000-576-80-31-00		Office & Operating Supplies	\$8.62
		401-000-000-534-00-31-00		Operation & Maintenance	\$8.62
		408-000-000-531-38-31-01		Operations & Maintenance	\$8.62
		409-000-000-535-00-31-01		Operations And Maintenance	\$8.63
		Total Invoice - 6/17/2014 11:16:22 AM			\$34.49
	Total 36660				\$34.49
Total Art's Auto Parts, Inc.					\$34.49
Beach Batteries, Inc	36661			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:19:15 AM			
		30341			
		409-000-000-535-00-31-01		Operations And Maintenance	\$104.41
		Total Invoice - 6/17/2014 11:19:15 AM			\$104.41
	Total 36661				\$104.41
Total Beach Batteries, Inc					\$104.41
Centurylink	36662			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:19:40 AM			

Vendor	Number	Reference	Account Number	Description	Amount
			May 2014		
			001-000-000-514-20-42-00	Communication	\$334.47
			001-000-000-522-10-42-00	Communication	\$372.88
			401-000-000-534-00-42-00	Communications	\$292.73
			409-000-000-535-00-42-00	Communications	\$416.72
			Total Invoice - 6/17/2014 11:19:40 AM		\$1,416.80
	Total 36662				\$1,416.80
Total Centurylink Charter Communications					\$1,416.80
	36663			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:20:18 AM		
			6-5-14		
			001-000-000-514-20-42-00	Communication	\$16.00
			001-000-000-576-80-31-00	Office & Operating Supplies	\$12.80
			101-000-000-543-30-30-00	Office And Operating	\$12.80
			401-000-000-534-00-42-00	Communications	\$12.80
			408-000-000-531-38-31-01	Operations & Maintenance	\$12.80
			409-000-000-535-00-42-00	Communications	\$12.80
			Total Invoice - 6/17/2014 11:20:18 AM		\$80.00
	Total 36663				\$80.00
Total Charter Communications					\$80.00
CREST					
	36664			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:20:45 AM		
			2831		
			001-000-000-558-60-41-00	Planner Services	\$2,520.00
			Total Invoice - 6/17/2014 11:20:45 AM		\$2,520.00
	Total 36664				\$2,520.00
Total CREST					\$2,520.00
EC Power Systems					
	36665			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:21:05 AM		
			170934		
			401-000-000-534-00-41-03	Professional Services -	\$1,074.98
			Total Invoice - 6/17/2014 11:21:05 AM		\$1,074.98
			Invoice - 6/17/2014 11:21:43 AM		
			170979		
			401-000-000-534-00-41-03	Professional Services -	\$4,129.39
			Total Invoice - 6/17/2014 11:21:43 AM		\$4,129.39
	Total 36665				\$5,204.37
Total EC Power Systems					\$5,204.37
Englund Marine Supply Inc					
	36666			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:22:05 AM		
			May 2014		
			001-000-000-576-80-48-00	Repairs & Maintenance	\$204.55
			401-000-000-534-00-31-00	Operation & Maintenance	\$230.26
			409-000-000-535-00-31-01	Operations And Maintenance	\$113.16
			Total Invoice - 6/17/2014 11:22:05 AM		\$547.97
	Total 36666				\$547.97
Total Englund Marine Supply Inc					\$547.97
Evergreen Septic Service					
	36667			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:22:41 AM		
			15952		
			001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$80.00
			Total Invoice - 6/17/2014 11:22:41 AM		\$80.00
	Total 36667				\$80.00
Total Evergreen Septic Service					\$80.00
Gray & Osborne, Inc.					
	36668			2014 - June - Second meeting	
			Invoice - 6/17/2014 11:23:39 AM		
			12555.00-22		
			401-000-000-594-34-41-01	Engineering - Plant	\$2,123.85
			Total Invoice - 6/17/2014 11:23:39 AM		\$2,123.85
			Invoice - 6/17/2014 11:25:05 AM		
			13437.00-13		
			101-000-000-595-30-65-00	Roadway Construction	\$22,706.03
			Total Invoice - 6/17/2014 11:25:05 AM		\$22,706.03
	Total 36668				\$24,829.88
Total Gray & Osborne, Inc.					\$24,829.88
Green River Community College/WETRC					

Vendor	Number	Reference	Account Number	Description	Amount
	36669			2014 - June - Second meeting	
		Invoice - 6/18/2014 12:08:50 PM			
		134653			
		409-000-000-535-00-43-02		Training	\$185.00
		David			
		Total Invoice - 6/18/2014 12:08:50 PM			\$185.00
	Total 36669				\$185.00
Total Green River Community College/WETRC					\$185.00
HD Fowler Company					
	36670			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:26:46 AM			
		13656994			
		401-000-000-534-00-31-00		Operation & Maintenance	\$573.50
		Total Invoice - 6/17/2014 11:26:46 AM			\$573.50
		Invoice - 6/17/2014 11:27:14 AM			
		13656997			
		401-000-000-534-00-31-00		Operation & Maintenance	\$600.25
		Total Invoice - 6/17/2014 11:27:14 AM			\$600.25
		Invoice - 6/17/2014 11:27:29 AM			
		13657000			
		401-000-000-534-00-31-00		Operation & Maintenance	\$164.39
		Total Invoice - 6/17/2014 11:27:29 AM			\$164.39
		Invoice - 6/17/2014 11:27:48 AM			
		13656993			
		401-000-000-534-00-31-00		Operation & Maintenance	\$425.29
		Total Invoice - 6/17/2014 11:27:48 AM			\$425.29
		Invoice - 6/17/2014 11:28:05 AM			
		13648112			
		401-000-000-534-00-48-01		Water Line Replacement	\$3,416.96
		Total Invoice - 6/17/2014 11:28:05 AM			\$3,416.96
		Invoice - 6/17/2014 11:28:49 AM			
		13653701			
		401-000-000-534-00-31-00		Operation & Maintenance	\$116.52
		Total Invoice - 6/17/2014 11:28:49 AM			\$116.52
	Total 36670				\$5,296.91
Total HD Fowler Company					\$5,296.91
IFOCUS Consulting Inc.					
	36671			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:29:20 AM			
		7422			
		001-000-000-514-20-41-00		Professional Services	\$120.00
		401-000-000-534-00-41-04		Professional Services -	\$120.00
		409-000-000-535-00-41-02		Professional Services -	\$120.00
		Total Invoice - 6/17/2014 11:29:20 AM			\$360.00
		Invoice - 6/17/2014 11:31:08 AM			
		7383 -equipment			
		001-000-000-576-80-35-00		Small Tools & Equipment	\$348.50
		101-000-000-543-30-30-02		Small Tools & Equipment	\$348.50
		401-000-000-534-00-41-04		Professional Services -	\$348.50
		409-000-000-535-00-41-02		Professional Services -	\$348.50
		Total Invoice - 6/17/2014 11:31:08 AM			\$1,394.00
	Total 36671				\$1,754.00
Total IFOCUS Consulting Inc.					\$1,754.00
J & I Power Equipment					
	36672			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:30:18 AM			
		207252			
		401-000-000-594-64-34-01		Equipment	\$3,427.16
		Total Invoice - 6/17/2014 11:30:18 AM			\$3,427.16
	Total 36672				\$3,427.16
Total J & I Power Equipment					\$3,427.16
John Deere Financial					
	36673			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:29:41 AM			
		5-31-14			
		001-000-000-591-48-71-01		John Deer Mower 8157-96 - Prin	\$115.28
		001-000-000-592-48-83-00		John Deer Mower 8157-96 -	\$1,000.00
		Total Invoice - 6/17/2014 11:29:41 AM			\$1,115.28
	Total 36673				\$1,115.28
Total John Deere Financial					\$1,115.28
K & L Supply, Inc.					
	36674			2014 - June - Second meeting	

Vendor	Number	Reference	Account Number	Description	Amount
		Invoice - 6/17/2014 11:33:44 AM			
			37660		
			409-000-000-535-00-31-01	Operations And Maintenance	\$257.81
		Total Invoice - 6/17/2014 11:33:44 AM			\$257.81
Total K & L Supply, Inc.		Total 36674			\$257.81
L N Curtis & Sons					\$257.81
	36675			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:34:12 AM			
			7092490-00		
			001-000-000-522-10-31-00	Office & Operating Supplies	\$1,076.70
		Total Invoice - 6/17/2014 11:34:12 AM			\$1,076.70
		Total 36675			\$1,076.70
Total L N Curtis & Sons					\$1,076.70
Northstar Chemical, Inc.					\$1,076.70
	36676			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:37:43 AM			
			51916		
			401-000-000-534-00-31-01	Chemicals	\$959.42
		Total Invoice - 6/17/2014 11:37:43 AM			\$959.42
		Total 36676			\$959.42
Total Northstar Chemical, Inc.					\$959.42
Pacific CO Auditor					\$959.42
	36677			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:38:02 AM			
			Neil lien		
			401-000-000-534-00-31-06	Office & Customer Service	\$72.00
		Total Invoice - 6/17/2014 11:38:02 AM			\$72.00
		Total 36677			\$72.00
Total Pacific CO Auditor					\$72.00
PUD No 2 of Pacific County					\$72.00
	36678			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:38:32 AM			
			001-000-000-511-60-47-00	Electricity	\$108.16
			001-000-000-522-50-47-00	Electricity	\$487.09
			001-000-000-572-50-47-00	Electricity	\$538.05
			001-000-000-575-50-40-00	Community Bldg Other - Electri	\$358.70
			001-000-000-576-80-47-00	Electricity	\$85.88
			101-000-000-542-63-47-00	Street Light Operating	\$585.71
			401-000-000-534-00-47-00	Electricity	\$2,296.59
			409-000-000-535-00-47-01	Electricity	\$4,486.85
		Total Invoice - 6/17/2014 11:38:32 AM			\$8,947.03
		Total 36678			\$8,947.03
Total PUD No 2 of Pacific County					\$8,947.03
Sparks Automotive Inc.					\$8,947.03
	36679			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:45:02 AM			
			19619		
			401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$358.73
		Total Invoice - 6/17/2014 11:45:02 AM			\$358.73
		Total 36679			\$358.73
Total Sparks Automotive Inc.					\$358.73
Tangly Cottage Gardening					\$358.73
	36680			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:46:45 AM			
			6-1-14		
			001-000-000-576-80-49-00	Miscellaneous	\$775.83
		Total Invoice - 6/17/2014 11:46:45 AM			\$775.83
		Total 36680			\$775.83
Total Tangly Cottage Gardening					\$775.83
The Watershed Company					\$775.83
	36681			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:48:40 AM			
			2014-0577		
			001-000-000-558-60-41-00	Planner Services	\$255.00
		Total Invoice - 6/17/2014 11:48:40 AM			\$255.00
		Total 36681			\$255.00
Total The Watershed Company					\$255.00
Tire Hut					\$255.00
	36682			2014 - June - Second meeting	
		Invoice - 6/17/2014 11:49:35 AM			
			5090		

Vendor	Number	Reference	Account Number	Description	Amount
			409-000-000-535-00-48-01	Repairs And Maintenance	\$123.86
			Total Invoice - 6/17/2014 11:49:35 AM		\$123.86
			Invoice - 6/17/2014 11:50:11 AM		
			5096		
			409-000-000-535-00-48-01	Repairs And Maintenance	\$370.38
			Total Invoice - 6/17/2014 11:50:11 AM		\$370.38
			Total 36682		\$494.24
Total Tire Hut					\$494.24
Total Vegetation Management					
36683			2014 - June - Second meeting		
			Invoice - 6/17/2014 11:50:42 AM		
			2014-025		
			409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$5,972.12
			Total Invoice - 6/17/2014 11:50:42 AM		\$5,972.12
			Total 36683		\$5,972.12
Total Total Vegetation Management					\$5,972.12
Vision Municipal Solutions, Llc					
36684			2014 - June - Second meeting		
			Invoice - 6/17/2014 1:25:50 PM		
			2386		
			401-000-000-534-00-31-06	Office & Customer Service	\$175.62
			408-000-000-531-38-31-01	Operations & Maintenance	\$100.00
			409-000-000-535-00-31-08	Office Supplies & Customer	\$175.61
			Total Invoice - 6/17/2014 1:25:50 PM		\$451.23
			Total 36684		\$451.23
Total Vision Municipal Solutions, Llc					\$451.23
Wadsworth Electric					
36685			2014 - June - Second meeting		
			Invoice - 6/17/2014 11:51:19 AM		
			18395		
			409-000-000-535-00-41-01	Professional Services -	\$405.86
			Total Invoice - 6/17/2014 11:51:19 AM		\$405.86
			Total 36685		\$405.86
Total Wadsworth Electric					\$405.86
Walter E. Nelson Co. of Astoria					
36686			2014 - June - Second meeting		
			Invoice - 6/17/2014 11:56:49 AM		
			373299		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$27.53
			001-000-000-522-10-31-00	Office & Operating Supplies	\$27.51
			001-000-000-576-80-31-00	Office & Operating Supplies	\$27.51
			401-000-000-534-00-31-06	Office & Customer Service	\$27.51
			409-000-000-535-00-31-08	Office Supplies & Customer	\$27.51
			Total Invoice - 6/17/2014 11:56:49 AM		\$137.57
			Invoice - 6/17/2014 11:59:48 AM		
			373026		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$225.06
			Total Invoice - 6/17/2014 11:59:48 AM		\$225.06
			Total 36686		\$362.63
Total Walter E. Nelson Co. of Astoria					\$362.63
Wilcox & Flegel Oil Co.					
36687			2014 - June - Second meeting		
			Invoice - 6/18/2014 12:06:45 PM		
			0598316-IN		
			409-000-000-535-00-32-00	Gas/oil Products	\$115.06
			Total Invoice - 6/18/2014 12:06:45 PM		\$115.06
			Invoice - 6/18/2014 12:07:14 PM		
			0598319-IN		
			409-000-000-535-00-32-00	Gas/oil Products	\$74.39
			Total Invoice - 6/18/2014 12:07:14 PM		\$74.39
			Total 36687		\$189.45
Total Wilcox & Flegel Oil Co.					\$189.45
Grand Total			Vendor Count	32	\$68,330.29

TREASURER'S REPORT
Month ending May 31, 2014

General Fund

Overall sales tax revenues are approximately \$12,000 higher than the sales tax forecast for the first five months of the year. Anticipated sales tax revenues from significant projects occurring in Ilwaco have not been incorporated into the budget and could be as high as \$30,000 to \$50,000. An assessment of whether it would be beneficial to reserve these unbudgeted revenues for future capital costs or pay down debt will be completed during the 2015 planning process. Planner costs related to the comprehensive plan update are anticipated to be at least a \$20,000 increase to the existing budget.

Streets Fund

The current schedule is for the Elizabeth Street reconstruction to be functional by the end of June. The street light poles will not be installed until August to complete the project.

Water Fund

Receipts from water sales appear to be on target. The City Center reservoir is in use with some issues to resolve. The Drinking Water State Revolving Fund will not reimburse the city for 10% of the City Center project funds until the project is closed out. The backwash basin project has been awarded. Contracts for the backwash basin and the procurement of the filter at the water plant should be ready for the mayor's signature in the next week.

Sewer Fund

Revenue is behind target, but it appears that this is a result of the lower water consumption of the major RV parks that will increase their occupancy over the next few months. Expenses are on target.

As we approach the mid-point of the year, the two most significant budget issues that have arisen are the unanticipated costs of restoring growth management compliance and the bid for the filter that was well over the estimate. Items like this are justify the emergency reserves that the city has been diligently accumulating.

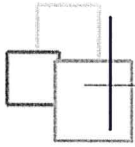
Current Overall Cash Position

The following are the account balances at the Bank of Pacific and Local Government Investment Pool:

Current Balances as of June 16, 2014

Bank of Pacific	
xxx.3303 Main	\$380,607
xxx.7413	28,326
LGIP	<u>904,635</u>
Total Cash	\$1,313,568

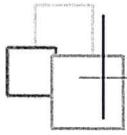
Elaine McMillan,
Treasurer



Cash and Investment Activity

Period: 2014 - May

Fund		Beginning Cash	Beginning Investments	Activity In	Activity Out	Ending Cash	Ending Investments	Ending Balance
001	General Fund Current Expense	\$155,206.69	\$0.00	\$80,662.62	\$58,784.82	\$177,084.49	\$0.00	\$177,084.49
101	City Streets	\$31,329.13	\$0.00	\$20,300.74	\$7,339.39	\$44,290.48	\$0.00	\$44,290.48
104	Tourism	\$60,418.16	\$0.00	\$1,143.54	\$7,913.06	\$53,648.64	\$0.00	\$53,648.64
301	Excise Reserve	\$17,976.65	\$0.00	\$1,624.72	\$0.00	\$19,601.37	\$0.00	\$19,601.37
401	Water	\$231,749.28	\$0.00	\$162,255.10	\$111,457.33	\$282,547.05	\$0.00	\$282,547.05
402	Water & Sewer Equip Reserve	\$0.12	\$0.00	\$0.00	\$0.00	\$0.12	\$0.00	\$0.12
403	Water & Sewer Bond Redemption	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Water & Sewer Bond Reserve	\$327,178.55	\$0.00	\$0.00	\$0.00	\$327,178.55	\$0.00	\$327,178.55
408	Stormwater	\$34,481.99	\$0.00	\$5,022.82	\$3,202.89	\$36,301.92	\$0.00	\$36,301.92
409	Sewer	\$356,050.12	\$0.00	\$73,633.32	\$33,895.36	\$395,788.08	\$0.00	\$395,788.08
631	Payroll Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
632	Claims Clearing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
999	Lgip Investment	(\$883,895.05)	\$883,895.05	\$20,739.54	\$20,739.54	(\$904,634.59)	\$904,634.59	(\$0.00)
		\$330,495.64	\$883,895.05	\$365,382.40	\$243,332.39	\$431,806.11	\$904,634.59	\$1,336,440.70



Revenue

Starting Account Number: 001-000-000-308-80-00-00 Beginning Cash & Investments: Unreserved
Ending Account Number: 999-000-000-384-00-00-00 Proceeds From Sales of Investments
Period: 2014 - May

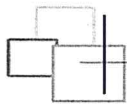
Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Revenue						
Taxes						
General Property Taxes						
001-000-000-311-10-00-00	General Property Taxes	\$43,617.90	\$64,593.39	\$143,500.00	45.01%	\$78,906.61
Total General Property Taxes		\$43,617.90	\$64,593.39	\$143,500.00	45.01%	\$78,906.61
Retail Sales and Use Taxes						
001-000-000-313-11-00-00	Local Sales & Use Taxes	\$15,308.59	\$53,685.99	\$135,000.00	39.77%	\$81,314.01
Total Retail Sales and Use Taxes		\$15,308.59	\$53,685.99	\$135,000.00	39.77%	\$81,314.01
Business and Occupation Taxes						
001-000-000-316-10-00-00	Business & Occupation Tax	\$4,413.32	\$31,559.75	\$58,000.00	54.41%	\$26,440.25
Business and Occupation Taxes on Private Utilities						
001-000-000-316-40-01-00	Garbage 6% Utility Tax	\$0.00	\$7,502.12	\$13,800.00	54.36%	\$6,297.88
001-000-000-316-40-02-00	Cable 6% Utility Tax	\$973.93	\$4,430.33	\$12,000.00	36.92%	\$7,569.67
001-000-000-316-40-03-00	Telephone 6% Utility Tax	\$2,132.54	\$12,938.64	\$35,000.00	36.97%	\$22,061.36
001-000-000-316-40-04-00	Electric 6% Utility Tax	\$0.00	\$38,345.44	\$75,000.00	51.13%	\$36,654.56
001-000-000-316-40-05-00	Water Utility Tax	\$4,862.94	\$22,921.13	\$53,797.00	42.61%	\$30,875.87
001-000-000-316-40-06-00	Sewer Utility Tax	\$3,439.99	\$18,455.48	\$49,455.00	37.32%	\$30,999.52
001-000-000-316-40-07-00	Storm Drainage Utility Tax	\$299.63	\$2,458.17	\$4,320.00	56.90%	\$1,861.83
Total Business and Occupation Taxes on Private Utilities		\$11,709.03	\$107,051.31	\$243,372.00	43.99%	\$136,320.69
001-000-000-316-81-00-00	Gambling Tax	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
Total Business and Occupation Taxes		\$16,122.35	\$138,611.06	\$302,372.00	45.84%	\$163,760.94
Excise Taxes						
001-000-000-317-20-00-00	Local Leasehold Excise Tax	\$0.00	\$6,461.83	\$20,000.00	32.31%	\$13,538.17
001-000-000-317-40-00-00	Timber Harvest Excise Tax	\$0.00	\$34.46	\$0.00		(\$34.46)
Total Excise Taxes		\$0.00	\$6,496.29	\$20,000.00	32.48%	\$13,503.71
Total Taxes		\$75,048.84	\$263,386.73	\$600,872.00	43.83%	\$337,485.27
Licenses and Permits						
Business Licenses and Permits						
001-000-000-321-99-00-00	Other Business Licenses and Permits	\$3,814.58	\$17,965.27	\$37,000.00	48.55%	\$19,034.73
Total Business Licenses and Permits		\$3,814.58	\$17,965.27	\$37,000.00	48.55%	\$19,034.73
Non-Business Licenses and Permits						
Buildings, Structures and Equipment						
001-000-000-322-10-00-01	Building Permit Fees	\$0.00	\$247.47	\$7,560.00	3.27%	\$7,312.53
Total Buildings, Structures and Equipment		\$0.00	\$247.47	\$7,560.00	3.27%	\$7,312.53
001-000-000-322-90-00-01	Zoning Fees	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
Total Non-Business Licenses and Permits		\$0.00	\$247.47	\$12,560.00	1.97%	\$12,312.53
Total Licenses and Permits		\$3,814.58	\$18,212.74	\$49,560.00	36.75%	\$31,347.26
Intergovernmental Revenues						
State Grants						
001-000-000-334-03-12-00	DOE Aquatic Weed Grant	\$0.00	\$1,514.00	\$39,000.00	3.88%	\$37,486.00
001-000-000-334-03-13-00	DOE Shoreline Master Program	\$0.00	\$12,584.40	\$100,000.00	12.58%	\$87,415.60
Total State Grants		\$0.00	\$14,098.40	\$139,000.00	10.14%	\$124,901.60
State Shared Revenues						
001-000-000-335-00-91-00	PUD Privilege Tax	\$0.00	\$0.00	\$9,000.00	0.00%	\$9,000.00
Total State Shared Revenues		\$0.00	\$0.00	\$9,000.00	0.00%	\$9,000.00
State Entitlements, Impact Payments and Taxes						
001-000-000-336-06-21-00	Criminal Justice - Violent	\$0.00	\$500.00	\$500.00	100.00%	\$0.00
001-000-000-336-06-25-00	Criminal Justice - Contracted Services	\$0.00	\$746.05	\$1,500.00	49.74%	\$753.95
001-000-000-336-06-26-00	Criminal Justice - Special Programs	\$0.00	\$433.20	\$795.00	54.49%	\$361.80
001-000-000-336-06-51-00	DUI & Other Criminal Justice Assistance	\$0.00	\$85.54	\$300.00	28.51%	\$214.46
001-000-000-336-06-94-00	Liquor Excise Tax	\$0.00	\$288.04	\$1,119.00	25.74%	\$830.96
001-000-000-336-06-95-00	Liquor Board Profits	\$0.00	\$2,712.91	\$8,357.00	32.46%	\$5,644.09
Total State Entitlements, Impact Payments and Taxes		\$0.00	\$4,765.74	\$12,571.00	37.91%	\$7,805.26
Interlocal Grants, Entitlements, Payments, and Tax						
001-000-000-337-00-01-00	PCOG For Fire Station	\$0.00	\$25,000.00	\$25,000.00	100.00%	\$0.00
001-000-000-337-00-02-00	PCOG For Community Building	\$0.00	\$18,979.00	\$18,979.00	100.00%	\$0.00
Total Interlocal Grants, Entitlements, Payments, and Tax		\$0.00	\$43,979.00	\$43,979.00	100.00%	\$0.00
Total Intergovernmental Revenues		\$0.00	\$62,843.14	\$204,550.00	30.72%	\$141,706.86
Charges for Goods and Services						
General Government						
001-000-000-341-81-00-00	Photocopying	\$0.00	\$12.15	\$100.00	12.15%	\$87.85
Other General Government Services						
001-000-000-341-96-00-00	Other General Government Services	\$0.00	\$244.50	\$0.00		(\$244.50)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Other General Government Services		\$0.00	\$244.50	\$0.00		(\$244.50)
Total General Government		\$0.00	\$256.65	\$100.00	256.65%	(\$156.65)
Public Safety						
001-000-000-342-20-00-00	Fire Protection Services	\$910.00	\$1,285.00	\$2,000.00	64.25%	\$715.00
Total Public Safety		\$910.00	\$1,285.00	\$2,000.00	64.25%	\$715.00
Total Charges for Goods and Services		\$910.00	\$1,541.65	\$2,100.00	73.41%	\$558.35
Fines and Penalties						
Civil Infraction Penalties						
001-000-000-353-10-03-01	Municipal Court Fines	\$297.40	\$2,808.52	\$5,000.00	56.17%	\$2,191.48
001-000-000-353-70-00-00	Non-Traffic Infraction Penalties	\$3.90	\$19.94	\$0.00		(\$19.94)
Total Civil Infraction Penalties		\$301.30	\$2,828.46	\$5,000.00	56.57%	\$2,171.54
Total Fines and Penalties		\$301.30	\$2,828.46	\$5,000.00	56.57%	\$2,171.54
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
001-000-000-361-11-00-00	Investment Interest	\$8.94	\$51.13	\$2,400.00	2.13%	\$2,348.87
Total Total Investment Interest		\$8.94	\$51.13	\$2,400.00	2.13%	\$2,348.87
001-000-000-361-40-00-00	Other Interest	\$1.48	\$4.29	\$40.00	10.73%	\$35.71
Total Interest and Other Earnings		\$10.42	\$55.42	\$2,440.00	2.27%	\$2,384.58
Rents, Leases and Concessions						
001-000-000-362-40-00-00	Space & Facility Rental	\$0.00	\$1.00	\$0.00		(\$1.00)
001-000-000-362-50-00-04	Community Building - Rent	\$155.00	\$2,175.00	\$3,250.00	66.92%	\$1,075.00
001-000-000-362-50-01-00	Community Building - Electricity	\$0.00	\$3,518.92	\$11,500.00	30.60%	\$7,981.08
001-000-000-362-90-00-00	Community Building - Other	\$22.50	\$22.50	\$0.00		(\$22.50)
Total Rents, Leases and Concessions		\$177.50	\$5,717.42	\$14,750.00	38.76%	\$9,032.58
Contributions and Donations From Private Sources						
001-000-000-367-19-00-00	Black Lake Fish Derby Donations	\$0.00	\$4,997.00	\$4,800.00	104.10%	(\$197.00)
Total Contributions and Donations From Private Sources		\$0.00	\$4,997.00	\$4,800.00	104.10%	(\$197.00)
Other Miscellaneous Revenues						
001-000-000-369-10-00-00	Sale of Scrap And Junk	\$170.00	\$170.00	\$0.00		(\$170.00)
Total Other Miscellaneous Revenues		\$170.00	\$170.00	\$0.00		(\$170.00)
Total Miscellaneous Revenues		\$357.92	\$10,939.84	\$21,990.00	49.75%	\$11,050.16
Nonrevenues						
State Remittances - Courts						
001-000-000-386-83-08-00	Trauma Care	\$10.70	\$119.25	\$170.00	70.15%	\$50.75
001-000-000-386-83-31-00	Auto Theft	\$21.44	\$116.17	\$220.00	52.80%	\$103.83
001-000-000-386-83-32-00	Brain Trauma	\$4.08	\$46.04	\$40.00	115.10%	(\$6.04)
Total State Remittances - Courts		\$36.22	\$281.46	\$430.00	65.46%	\$148.54
State Remittances-Courts						
001-000-000-386-91-00-00	ST Gen Fund 40	\$100.41	\$299.47	\$1,300.00	23.04%	\$1,000.53
001-000-000-386-92-00-00	ST Gen Fund 50	\$56.87	\$184.80	\$700.00	26.40%	\$515.20
001-000-000-386-97-00-00	JIS Account	\$36.48	\$124.09	\$225.00	55.15%	\$100.91
Total State Remittances-Courts		\$193.76	\$608.36	\$2,225.00	27.34%	\$1,616.64
Total Nonrevenues		\$229.98	\$889.82	\$2,655.00	33.51%	\$1,765.18
Other Financing Sources						
001-000-000-397-00-00-01	Transfer From 101-Bldg. Rental	\$0.00	\$0.00	\$11,500.00	0.00%	\$11,500.00
001-000-000-397-00-00-02	Transfer From 401-Bldg. Rental	\$0.00	\$0.00	\$12,375.00	0.00%	\$12,375.00
001-000-000-397-00-00-03	Transfer From 409-Bldg. Rental	\$0.00	\$0.00	\$20,275.00	0.00%	\$20,275.00
001-000-000-397-00-00-06	Transfer From 106	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
001-000-000-397-00-00-07	Transfer from 408	\$0.00	\$0.00	\$5,500.00	0.00%	\$5,500.00
Total Other Financing Sources		\$0.00	\$0.00	\$52,150.00	0.00%	\$52,150.00
Total Revenue		\$80,662.62	\$360,642.38	\$938,877.00	38.41%	\$578,234.62
Total General Fund Current Expense		\$80,662.62	\$360,642.38	\$938,877.00	38.41%	\$578,234.62
City Streets						
Revenue						
Taxes						
General Property Taxes						
101-000-000-311-10-00-00	General Property Tax	\$18,693.39	\$27,682.89	\$61,500.00	45.01%	\$33,817.11
Total General Property Taxes		\$18,693.39	\$27,682.89	\$61,500.00	45.01%	\$33,817.11
Retail Sales and Use Taxes						
Local Retail Sales and Use Tax						
Rural County Sales and Use Tax						
101-000-000-313-18-62-00	Pcog .09 - (2008)	\$0.00	\$0.00	\$46,653.00	0.00%	\$46,653.00
Total Rural County Sales and Use Tax		\$0.00	\$0.00	\$46,653.00	0.00%	\$46,653.00
Total Local Retail Sales and Use Tax		\$0.00	\$0.00	\$46,653.00	0.00%	\$46,653.00
Total Retail Sales and Use Taxes		\$0.00	\$0.00	\$46,653.00	0.00%	\$46,653.00
Total Taxes		\$18,693.39	\$27,682.89	\$108,153.00	25.60%	\$80,470.11
Intergovernmental Revenues						
State Grants						
101-000-000-334-03-84-00	TIB - Sidewalks	\$0.00	\$0.00	\$95,299.00	0.00%	\$95,299.00
101-000-000-334-03-85-00	TIB - Elizabeth	\$0.00	\$27,693.30	\$503,324.00	5.50%	\$475,630.70
Total State Grants		\$0.00	\$27,693.30	\$598,623.00	4.63%	\$570,929.70
State Entitlements, Impact Payments and Taxes						
101-000-000-336-00-87-00	Motor Vehicle Fuel Tax	\$1,605.56	\$7,588.43	\$19,176.00	39.57%	\$11,587.57
Total State Entitlements, Impact Payments and Taxes		\$1,605.56	\$7,588.43	\$19,176.00	39.57%	\$11,587.57
101-000-000-339-22-20-00	Arra Grant	\$0.00	\$107.23	\$0.00		(\$107.23)
Total Intergovernmental Revenues		\$1,605.56	\$35,388.96	\$617,799.00	5.73%	\$582,410.04

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
101-000-000-361-11-00-00	Investment Interest	\$1.79	\$9.76	\$0.00		(\$9.76)
Total Total Investment Interest						
Total Interest and Other Earnings						
Total Miscellaneous Revenues						
Transfers-In						
101-000-000-397-00-00-01	Transfer from 301	\$0.00	\$0.00	\$14,000.00	0.00%	\$14,000.00
101-000-000-397-00-41-00	Transfer IN - Brumbach	\$0.00	\$0.00	\$16,000.00	0.00%	\$16,000.00
Total Transfers-In						
Total Revenue						
Total City Streets						
Tourism						
Revenue						
Taxes						
Retail Sales and Use Taxes						
104-000-000-313-31-00-00	Hotel-Motel Tax	\$1,140.10	\$5,773.76	\$30,000.00	19.25%	\$24,226.24
Total Retail Sales and Use Taxes						
Total Taxes						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
104-000-000-361-11-00-00	Investment Interest	\$3.44	\$18.01	\$130.00	13.85%	\$111.99
Total Total Investment Interest						
Total Interest and Other Earnings						
Total Miscellaneous Revenues						
Total Revenue						
Total Tourism						
Excise Reserve						
Revenue						
Taxes						
Other Taxes						
301-000-000-318-34-00-00	Real Estate Excise Tax -REET 1	\$1,623.70	\$3,299.71	\$9,000.00	36.66%	\$5,700.29
Total Other Taxes						
Total Taxes						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
301-000-000-361-11-00-00	Investment Interest	\$1.02	\$5.28	\$0.00		(\$5.28)
Total Total Investment Interest						
Total Interest and Other Earnings						
Total Miscellaneous Revenues						
Total Revenue						
Total Excise Reserve						
Water						
Revenue						
Intergovernmental Revenues						
State Grants						
401-000-000-334-04-00-01	State Grant - Department of Health	\$4,438.78	\$29,700.53	\$940,000.00	3.16%	\$910,299.47
Total State Grants						
Total Intergovernmental Revenues						
Charges for Goods and Services						
Physical Environment						
401-000-000-343-40-00-00	Water Sales	\$60,784.01	\$285,854.17	\$672,467.00	42.51%	\$386,612.83
401-000-000-343-40-00-01	Other Utilities	\$0.00	\$232.33	\$0.00		(\$232.33)
401-000-000-343-40-00-02	Other Rev Sources	\$1,878.20	\$11,069.48	\$2,060.00	537.35%	(\$9,009.48)
Total Physical Environment						
Total Charges for Goods and Services						
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
401-000-000-361-11-00-00	Investment Interest	\$13.21	\$71.92	\$0.00		(\$71.92)
Total Total Investment Interest						
Total Interest and Other Earnings						
Total Miscellaneous Revenues						
Proprietary Funds Revenues						
Capital Contributions						
401-000-000-379-00-00-01	Water Connections	\$517.13	\$3,017.13	\$7,500.00	40.23%	\$4,482.87
Total Capital Contributions						
Total Proprietary Funds Revenues						
Other Financing Sources						
401-000-000-391-80-00-00	Intergovernmental Loan Proceeds	\$94,623.77	\$711,286.95	\$901,300.00	78.92%	\$190,013.05

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Other Financing Sources		\$94,623.77	\$711,286.95	\$901,300.00	78.92%	\$190,013.05
Total Revenue		\$162,255.10	\$1,041,232.51	\$2,523,327.00	41.26%	\$1,482,094.49
Total Water		\$162,255.10	\$1,041,232.51	\$2,523,327.00	41.26%	\$1,482,094.49
Water & Sewer Bond Redemption						
Revenue						
Other Financing Sources						
403-000-000-397-00-00-00	Intertie Loan Usda 91-01	\$0.00	\$2,177.00	\$4,354.00	50.00%	\$2,177.00
403-000-000-397-00-00-03	Transfer-Sewer Pwtf97-791-007	\$0.00	\$0.00	\$15,086.00	0.00%	\$15,086.00
403-000-000-397-00-00-05	Transfer-Sewer Pwtf 04-691	\$0.00	\$0.00	\$1,676.00	0.00%	\$1,676.00
403-000-000-397-00-00-06	Transfer-Sewer Pwtf 05-691	\$0.00	\$0.00	\$25,528.00	0.00%	\$25,528.00
403-000-000-397-00-00-07	Transfer-Sewer DOE	\$0.00	\$107,833.35	\$250,862.00	42.99%	\$143,028.65
403-000-000-397-00-00-08	Transfer from Sewer PC13-961-054	\$1,219.98	\$1,219.98	\$0.00		(\$1,219.98)
403-000-000-397-00-70-02	Transfer From Sewer Srf 94-08	\$0.00	\$52,153.94	\$104,308.00	50.00%	\$52,154.06
403-000-000-397-00-70-05	Tran From Wat Pwtf04-65104-013	\$0.00	\$0.00	\$18,983.00	0.00%	\$18,983.00
403-000-000-397-00-72-04	Tran From Sewer Pwtf06-962-017	\$0.00	\$0.00	\$13,564.00	0.00%	\$13,564.00
403-000-000-397-00-72-06	Trans From Sewer-B of P 2008	\$0.00	\$14,823.40	\$29,648.00	50.00%	\$14,824.60
403-000-000-397-00-72-07	Trans From Sewer PWTF 09-951-050	\$0.00	\$0.00	\$13,038.00	0.00%	\$13,038.00
Total Other Financing Sources		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33
Total Revenue		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33
Total Water & Sewer Bond Redemption		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33
Water & Sewer Bond Reserve						
Revenue						
Other Financing Sources						
Transfers-In						
404-000-000-397-35-70-01	Wwtp-SRF Reserve- Refinance of USDA	\$0.00	\$0.00	\$4,668.00	0.00%	\$4,668.00
404-000-000-397-35-70-02	Wwtp Srf Reserve- First Avenue	\$0.00	\$0.00	\$12,920.00	0.00%	\$12,920.00
404-000-000-397-35-72-06	Wwtp 2008 Reserve-B of P	\$0.00	\$0.00	\$2,965.00	0.00%	\$2,965.00
Total Transfers-In		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Other Financing Sources		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Revenue		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Total Water & Sewer Bond Reserve		\$0.00	\$0.00	\$20,553.00	0.00%	\$20,553.00
Stormwater						
Revenue						
Charges for Goods and Services						
Physical Environment						
408-000-000-343-10-00-00	Storm Drainage	\$5,020.85	\$41,120.71	\$72,000.00	57.11%	\$30,879.29
Total Physical Environment		\$5,020.85	\$41,120.71	\$72,000.00	57.11%	\$30,879.29
Total Charges for Goods and Services		\$5,020.85	\$41,120.71	\$72,000.00	57.11%	\$30,879.29
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
408-000-000-361-11-00-00	Investment Interest	\$1.97	\$8.19	\$0.00		(\$8.19)
Total Total Investment Interest		\$1.97	\$8.19	\$0.00		(\$8.19)
Total Interest and Other Earnings		\$1.97	\$8.19	\$0.00		(\$8.19)
Total Miscellaneous Revenues		\$1.97	\$8.19	\$0.00		(\$8.19)
Total Revenue		\$5,022.82	\$41,128.90	\$72,000.00	57.12%	\$30,871.10
Total Stormwater		\$5,022.82	\$41,128.90	\$72,000.00	57.12%	\$30,871.10
Sewer						
Revenue						
Charges for Goods and Services						
Physical Environment						
409-000-000-343-60-00-00	Sewer Service Charges	\$57,270.76	\$289,631.38	\$824,244.00	35.14%	\$534,612.62
409-000-000-343-61-00-00	Seaview Sewer District Fees	\$15,853.63	\$51,900.84	\$231,998.00	22.37%	\$180,097.16
409-000-000-343-62-00-00	Seaview - SRF Loan Match	\$0.00	\$47,141.03	\$94,282.00	50.00%	\$47,140.97
Total Physical Environment		\$73,124.39	\$388,673.25	\$1,150,524.00	33.78%	\$761,850.75
Total Charges for Goods and Services		\$73,124.39	\$388,673.25	\$1,150,524.00	33.78%	\$761,850.75
Miscellaneous Revenues						
Interest and Other Earnings						
Total Investment Interest						
409-000-000-361-11-00-00	Investment Income	\$38.95	\$208.79	\$0.00		(\$208.79)
Total Total Investment Interest		\$38.95	\$208.79	\$0.00		(\$208.79)
409-000-000-361-40-00-00	Other Revenue Sources	\$469.98	\$22,993.06	\$500.00	4,598.61%	(\$22,493.06)
Total Interest and Other Earnings		\$508.93	\$23,201.85	\$500.00	4,640.37%	(\$22,701.85)
Total Miscellaneous Revenues		\$508.93	\$23,201.85	\$500.00	4,640.37%	(\$22,701.85)
Proprietary Funds Revenues						
409-000-000-379-00-00-00	Sewer Connections	\$0.00	\$6,200.00	\$18,600.00	33.33%	\$12,400.00
Total Proprietary Funds Revenues		\$0.00	\$6,200.00	\$18,600.00	33.33%	\$12,400.00
Other Financing Sources						
409-000-000-391-80-00-00	Intergovernmental Loan Proceed	\$0.00	\$6,123.33	\$295,000.00	2.08%	\$288,876.67
409-000-000-391-80-00-01	Loan Proceeds	\$0.00	\$17,679.72	\$23,804.00	74.27%	\$6,124.28
Total Other Financing Sources		\$0.00	\$23,803.05	\$318,804.00	7.47%	\$295,000.95
Total Revenue		\$73,633.32	\$441,878.15	\$1,488,428.00	29.69%	\$1,046,549.85

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Total Sewer		\$73,633.32	\$441,878.15	\$1,488,428.00	29.69%	\$1,046,549.85
Grand Totals		\$345,862.84	\$2,135,267.98	\$6,315,314.00	33.81%	\$4,180,046.02



Expenditure

Starting Account Number: 001-000-000-508-80-00-00 Ending Cash & Investments

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
General Fund Current Expense						
Expenditure						
General Government Services						
Legislative						
Official Publication Services						
001-000-000-511-30-44-00	Official Publications	\$462.75	\$973.75	\$2,000.00	48.69%	\$1,026.25
Total Official Publication Services		\$462.75	\$973.75	\$2,000.00	48.69%	\$1,026.25
Legislative Services						
001-000-000-511-60-10-00	Salaries & Wages	\$1,477.78	\$7,522.23	\$18,000.00	41.79%	\$10,477.77
001-000-000-511-60-20-00	Personnel Benefits	\$114.75	\$858.78	\$2,235.00	38.42%	\$1,376.22
001-000-000-511-60-41-01	IT/Software Services	\$0.00	\$5,153.42	\$3,833.00	134.45%	(\$1,320.42)
001-000-000-511-60-43-00	Travel/Meals/Lodging	\$0.00	\$225.00	\$500.00	45.00%	\$275.00
001-000-000-511-60-46-00	Insurances	\$551.10	\$2,828.57	\$7,362.00	38.42%	\$4,533.43
001-000-000-511-60-47-00	Electricity	\$122.75	\$769.12	\$0.00		(\$769.12)
001-000-000-511-60-47-02	City Sewer - Museum	\$39.75	\$159.00	\$1,890.00	8.41%	\$1,731.00
001-000-000-511-60-48-00	Repair & Maintenance	\$0.00	\$0.00	\$200.00	0.00%	\$200.00
001-000-000-511-60-49-01	Miscellaneous	\$0.00	\$0.00	\$100.00	0.00%	\$100.00
001-000-000-511-60-51-00	Election Costs	\$0.00	\$7,494.51	\$6,000.00	124.91%	(\$1,494.51)
Total Legislative Services		\$2,306.13	\$25,010.63	\$40,120.00	62.34%	\$15,109.37
Total Legislative		\$2,768.88	\$25,984.38	\$42,120.00	61.69%	\$16,135.62
Judicial						
001-000-000-512-50-40-03	Municipal Court Services	\$1,436.00	\$7,198.70	\$17,250.00	41.73%	\$10,051.30
001-000-000-512-50-40-04	Court Remit TO State	\$0.00	\$0.00	\$3,500.00	0.00%	\$3,500.00
Total Judicial		\$1,436.00	\$7,198.70	\$20,750.00	34.69%	\$13,551.30
Financial and Records Services						
Financial Services						
001-000-000-514-20-10-00	Salaries & Wages	\$3,125.02	\$15,688.82	\$40,054.00	39.17%	\$24,365.18
001-000-000-514-20-20-00	Personnel Benefits	\$931.26	\$5,026.42	\$11,569.00	43.45%	\$6,542.58
001-000-000-514-20-31-00	Office & Operating Supplies	\$319.19	\$2,320.63	\$6,020.00	38.55%	\$3,699.37
001-000-000-514-20-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$3,500.00	0.00%	\$3,500.00
001-000-000-514-20-41-00	Professional Services	\$220.43	\$1,385.72	\$0.00		(\$1,385.72)
001-000-000-514-20-42-00	Communication	\$371.15	\$1,557.90	\$4,080.00	38.18%	\$2,522.10
001-000-000-514-20-43-00	Travel/Meals/Lodging	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
001-000-000-514-20-43-01	Training	\$0.00	\$485.00	\$1,500.00	32.33%	\$1,015.00
001-000-000-514-20-45-00	Postage Meter Rental	\$348.00	\$753.76	\$1,452.00	51.91%	\$698.24
001-000-000-514-20-46-00	Insurance	\$0.00	\$70.00	\$0.00		(\$70.00)
001-000-000-514-20-47-00	Electricity	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
001-000-000-514-20-47-01	Garbage Bills	\$312.51	\$1,453.39	\$3,049.00	47.67%	\$1,595.61
001-000-000-514-20-47-02	Water - City Hall	\$56.48	\$207.60	\$432.00	48.06%	\$224.40
001-000-000-514-20-47-03	Sewer - City Hall	\$87.94	\$311.30	\$1,440.00	21.62%	\$1,128.70
001-000-000-514-20-47-04	Storm Drainage	\$25.11	\$100.44	\$300.00	33.48%	\$199.56
001-000-000-514-20-48-00	Repairs & Maintenance	\$310.39	\$310.39	\$0.00		(\$310.39)
001-000-000-514-20-49-00	Miscellaneous	\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Budgeting, Accounting, Auditing (State Auditors)						
001-000-000-514-23-41-00	Audit Costs	\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Budgeting, Accounting, Auditing (State Auditors)		\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Financial Services		\$6,107.48	\$29,671.37	\$89,396.00	33.19%	\$59,724.63
001-000-000-514-30-00-00	Records Services	\$0.00	\$11.25	\$0.00		(\$11.25)
Total Financial and Records Services		\$6,107.48	\$29,682.62	\$89,396.00	33.20%	\$59,713.38
Legal						
001-000-000-515-30-41-00	Legal Services	\$1,782.00	\$9,131.75	\$15,000.00	60.88%	\$5,868.25
Total Legal		\$1,782.00	\$9,131.75	\$15,000.00	60.88%	\$5,868.25
Other General Government Services						
Miscellaneous						
001-000-000-519-70-49-00	Assoc of WA Cities (dues)	\$0.00	\$465.00	\$720.00	64.58%	\$255.00
001-000-000-519-70-49-01	Pacific Council of Governments	\$0.00	\$1,500.00	\$1,500.00	100.00%	\$0.00
001-000-000-519-70-49-03	Pacific County EDC	\$0.00	\$500.00	\$500.00	100.00%	\$0.00
Total Miscellaneous		\$0.00	\$2,465.00	\$2,720.00	90.63%	\$255.00
Total Other General Government Services		\$0.00	\$2,465.00	\$2,720.00	90.63%	\$255.00
Total General Government Services		\$12,094.36	\$74,462.45	\$169,986.00	43.81%	\$95,523.55
Public Safety						
Law Enforcement						
Administration						
001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69	\$76,308.45	\$183,140.00	41.67%	\$106,831.55
Total Administration		\$15,261.69	\$76,308.45	\$183,140.00	41.67%	\$106,831.55
Total Law Enforcement		\$15,261.69	\$76,308.45	\$183,140.00	41.67%	\$106,831.55
Fire Control						
Administration						
001-000-000-522-10-10-00	Salaries & Wages	\$1,282.74	\$6,410.96	\$14,963.00	42.85%	\$8,552.04
001-000-000-522-10-20-00	Personnel Benefits	\$755.26	\$3,837.09	\$9,248.00	41.49%	\$5,410.91

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-522-10-20-01	Board of Volunteer Firemen	\$0.00	\$0.00	\$2,100.00	0.00%	\$2,100.00
001-000-000-522-10-20-02	Life & Disability Insurance	\$0.00	\$1,532.72	\$3,600.00	42.58%	\$2,067.28
001-000-000-522-10-31-00	Office & Operating Supplies	\$2,112.70	\$4,356.20	\$10,730.00	40.60%	\$6,373.80
001-000-000-522-10-31-01	Training/Attendance	\$0.00	\$520.00	\$10,650.00	4.88%	\$10,130.00
001-000-000-522-10-32-00	Gasoline	\$80.46	\$261.07	\$1,600.00	16.32%	\$1,338.93
001-000-000-522-10-35-00	Small Tools & Equipment	\$0.00	\$0.00	\$3,418.00	0.00%	\$3,418.00
001-000-000-522-10-42-00	Communication	\$375.09	\$1,803.23	\$4,440.00	40.61%	\$2,636.77
Total Administration		\$4,606.25	\$18,721.27	\$60,749.00	30.82%	\$42,027.73
Facilities						
001-000-000-522-50-46-00	Insurance	\$713.90	\$3,664.16	\$9,540.00	38.41%	\$5,875.84
001-000-000-522-50-47-00	Electricity	\$539.44	\$4,508.78	\$6,000.00	75.15%	\$1,491.22
001-000-000-522-50-47-01	Water	\$196.50	\$773.53	\$1,500.00	51.57%	\$726.47
001-000-000-522-50-47-02	Sewer	\$316.40	\$1,238.11	\$2,904.00	42.63%	\$1,665.89
001-000-000-522-50-47-03	Storm Drainage	\$61.14	\$244.56	\$500.00	48.91%	\$255.44
001-000-000-522-50-48-00	Repair & Maintenance	\$0.00	\$817.77	\$13,800.00	5.93%	\$12,982.23
Total Facilities		\$1,827.38	\$11,246.91	\$34,244.00	32.84%	\$22,997.09
001-000-000-522-60-00-00	Vehicle & Equipment Maintenance	\$0.00	\$9.09	\$0.00		(\$9.09)
Total Fire Control		\$6,433.63	\$29,977.27	\$94,993.00	31.56%	\$65,015.73
Detention and/or Correction						
Monitoring Of Prisoners						
001-000-000-523-20-40-00	Correctional Institutions	\$0.00	\$1,565.00	\$3,500.00	44.71%	\$1,935.00
001-000-000-523-21-00-01	Juvenile Facility	\$0.00	\$0.00	\$50.00	0.00%	\$50.00
Total Monitoring Of Prisoners		\$0.00	\$1,565.00	\$3,550.00	44.08%	\$1,985.00
Total Detention and/or Correction		\$0.00	\$1,565.00	\$3,550.00	44.08%	\$1,985.00
Emergency Services						
Emergency Preparedness						
001-000-000-525-60-51-00	Disaster Preparedness	\$0.00	\$2,649.00	\$5,753.00	46.05%	\$3,104.00
Total Emergency Preparedness		\$0.00	\$2,649.00	\$5,753.00	46.05%	\$3,104.00
Total Emergency Services		\$0.00	\$2,649.00	\$5,753.00	46.05%	\$3,104.00
Communications, Alarms and Dispatch						
Operations - Contracted Services						
001-000-000-528-60-51-00	Dispatch Services	\$0.00	\$11,217.00	\$24,608.00	45.58%	\$13,391.00
Total Operations - Contracted Services		\$0.00	\$11,217.00	\$24,608.00	45.58%	\$13,391.00
Total Communications, Alarms and Dispatch		\$0.00	\$11,217.00	\$24,608.00	45.58%	\$13,391.00
Total Public Safety		\$21,695.32	\$121,716.72	\$312,044.00	39.01%	\$190,327.28
Economic Environment						
001-000-000-553-70-51-00	Air Pollution Control	\$0.00	\$423.00	\$502.00	84.26%	\$79.00
Community Services						
Information Services						
001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00	\$250.00	\$1,500.00	16.67%	\$1,250.00
Total Information Services		\$50.00	\$250.00	\$1,500.00	16.67%	\$1,250.00
Total Community Services		\$50.00	\$250.00	\$1,500.00	16.67%	\$1,250.00
Planning and Community Development						
Planning						
001-000-000-558-60-41-00	Planner Services	\$15,721.25	\$32,101.24	\$115,000.00	27.91%	\$82,898.76
Total Planning		\$15,721.25	\$32,101.24	\$115,000.00	27.91%	\$82,898.76
Total Planning and Community Development		\$15,721.25	\$32,101.24	\$115,000.00	27.91%	\$82,898.76
Total Economic Environment		\$15,771.25	\$32,774.24	\$117,002.00	28.01%	\$84,227.76
Mental and Physical Health						
Substance Abuse						
001-000-000-566-00-51-00	Alcohol Program 2%	\$84.03	\$84.03	\$250.00	33.61%	\$165.97
Total Substance Abuse		\$84.03	\$84.03	\$250.00	33.61%	\$165.97
Total Mental and Physical Health		\$84.03	\$84.03	\$250.00	33.61%	\$165.97
Culture and Recreation						
Libraries						
Facilities						
001-000-000-572-50-41-00	Custodian Library	\$374.03	\$1,734.03	\$3,900.00	44.46%	\$2,165.97
001-000-000-572-50-46-00	Insurance	\$815.59	\$4,186.10	\$1,781.00	235.04%	(\$2,405.10)
001-000-000-572-50-47-00	Electricity	\$651.31	\$3,746.59	\$6,500.00	57.64%	\$2,753.41
001-000-000-572-50-47-01	City Water	\$155.75	\$620.93	\$1,200.00	51.74%	\$579.07
001-000-000-572-50-47-02	City Sewer	\$226.54	\$901.61	\$1,140.00	79.09%	\$238.39
001-000-000-572-50-47-03	Storm Drainage	\$9.83	\$39.33	\$100.00	39.33%	\$60.67
001-000-000-572-50-48-00	Repairs & Maintenance	\$86.99	\$786.39	\$500.00	157.28%	(\$286.39)
001-000-000-572-50-49-00	Miscellaneous	\$0.00	\$69.10	\$100.00	69.10%	\$30.90
Total Facilities		\$2,320.04	\$12,084.08	\$15,221.00	79.39%	\$3,136.92
Total Libraries		\$2,320.04	\$12,084.08	\$15,221.00	79.39%	\$3,136.92
Spectator and Community Events						
001-000-000-573-90-49-00	Black Lake Fishing Derby	\$33.80	\$3,994.59	\$4,800.00	83.22%	\$805.41
Total Spectator and Community Events		\$33.80	\$3,994.59	\$4,800.00	83.22%	\$805.41
001-000-000-575-50-40-00	Community Bldg Other - Electri	\$434.21	\$2,497.74	\$6,221.00	40.15%	\$3,723.26
001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$0.00	\$12.69	\$2,000.00	0.63%	\$1,987.31
001-000-000-575-50-40-04	Community Building Insurance	\$0.00	\$0.00	\$9,120.00	0.00%	\$9,120.00
Park Facilities						
General Parks						
001-000-000-576-80-10-00	Parks Salaries and Wages	\$2,572.63	\$9,030.34	\$26,222.00	34.44%	\$17,191.66
001-000-000-576-80-20-00	Parks Benefits	\$724.76	\$3,469.71	\$11,965.00	29.00%	\$8,495.29
001-000-000-576-80-31-00	Office & Operating Supplies	\$1,049.16	\$2,710.00	\$4,500.00	60.22%	\$1,790.00
001-000-000-576-80-34-00	Aquatic Weed Treatment	\$0.00	\$899.81	\$39,000.00	2.31%	\$38,100.19

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
001-000-000-576-80-35-00	Small Tools & Equipment	\$0.00	\$11,913.15	\$12,200.00	97.65%	\$286.85
001-000-000-576-80-46-00	Insurance	\$171.76	\$881.57	\$2,294.00	38.43%	\$1,412.43
001-000-000-576-80-47-00	Electricity	\$86.02	\$419.74	\$3,046.00	13.78%	\$2,626.26
001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk Lake	\$272.42	\$1,098.46	\$1,681.00	65.35%	\$582.54
001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$256.98	\$1,009.08	\$2,280.00	44.26%	\$1,270.92
001-000-000-576-80-47-03	Storm Drainage	\$29.48	\$1,356.18	\$1,500.00	90.41%	\$143.82
001-000-000-576-80-48-00	Repairs & Maintenance	\$73.32	\$1,481.67	\$8,500.00	17.43%	\$7,018.33
001-000-000-576-80-49-00	Miscellaneous	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
001-000-000-576-80-49-01	Other	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
Total General Parks		\$5,236.53	\$34,269.71	\$121,188.00	28.28%	\$86,918.29
Total Park Facilities		\$5,236.53	\$34,269.71	\$121,188.00	28.28%	\$86,918.29
Total Culture and Recreation		\$8,024.58	\$52,858.81	\$158,550.00	33.34%	\$105,691.19
Debt Service						
Redemption Of Long-Term Debt - Governmental Funds						
001-000-000-591-13-71-00	Usda RD #97-09 Bond - Prin	\$0.00	\$0.00	\$18,446.00	0.00%	\$18,446.00
001-000-000-591-22-71-00	BOP Fire Station - Prin	\$0.00	\$22,045.89	\$35,479.00	62.14%	\$13,433.11
001-000-000-591-48-71-01	John Deer Mower 8157-96 - Prin	\$1,000.00	\$5,000.00	\$12,000.00	41.67%	\$7,000.00
001-000-000-591-73-71-00	BOP Community Bldg - Prin	\$0.00	\$17,501.87	\$15,676.00	111.65%	(\$1,825.87)
Total Redemption Of Long-Term Debt - Governmental Funds		\$1,000.00	\$44,547.76	\$81,601.00	54.59%	\$37,053.24
Interest And Other Debt Service Costs						
001-000-000-592-13-83-00	Usda RD #97-09 Bond - Interest	\$0.00	\$0.00	\$8,082.00	0.00%	\$8,082.00
001-000-000-592-22-83-00	BOP Fire Station - Interest	\$0.00	\$16,670.41	\$41,953.00	39.74%	\$25,282.59
001-000-000-592-48-83-00	John Deer Mower 8157-96 - Interest	\$115.28	\$576.40	\$500.00	115.28%	(\$76.40)
001-000-000-592-73-83-00	BOP Community Bldg - Interest	\$0.00	\$11,525.05	\$13,351.00	86.32%	\$1,825.95
Total Interest And Other Debt Service Costs		\$115.28	\$28,771.86	\$63,886.00	45.04%	\$35,114.14
Capital Expenditures						
001-000-000-594-62-14-00	Governmental Facility	\$0.00	\$0.00	\$27,400.00	0.00%	\$27,400.00
Equipment						
001-000-000-594-64-22-01	Fire Equipment	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
Total Equipment		\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
Total Capital Expenditures		\$0.00	\$0.00	\$32,400.00	0.00%	\$32,400.00
Total Debt Service		\$1,115.28	\$73,319.62	\$177,887.00	41.22%	\$104,567.38
Total Expenditure		\$58,784.82	\$355,215.87	\$935,719.00	37.96%	\$580,503.13
Total General Fund Current Expense		\$58,784.82	\$355,215.87	\$935,719.00	37.96%	\$580,503.13

City Streets

Expenditure						
Transportation						
Road and Street Maintenance						
Roadway						
101-000-000-542-30-10-00	Salaries & Wages	\$3,114.52	\$11,484.79	\$32,541.00	35.29%	\$21,056.21
101-000-000-542-30-20-00	Benefits	\$894.46	\$4,401.39	\$13,846.00	31.79%	\$9,444.61
101-000-000-542-30-31-00	Roadway Operating	\$0.00	\$0.00	\$2,000.00	0.00%	\$2,000.00
101-000-000-542-30-35-00	Roadway Equipment	\$406.01	\$750.06	\$1,500.00	50.00%	\$749.94
Total Roadway		\$4,414.99	\$16,636.24	\$49,887.00	33.35%	\$33,250.76
Traffic And Pedestrian Services						
Street Lighting						
101-000-000-542-63-47-00	Street Light Operating	\$588.43	\$2,960.27	\$6,005.00	49.30%	\$3,044.73
Total Street Lighting		\$588.43	\$2,960.27	\$6,005.00	49.30%	\$3,044.73
Snow And Ice Control						
101-000-000-542-66-31-00	Ice Control Operating	\$0.00	\$0.00	\$850.00	0.00%	\$850.00
Total Snow And Ice Control		\$0.00	\$0.00	\$850.00	0.00%	\$850.00
Street Cleaning						
101-000-000-542-67-30-00	Street Cleaning	\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Total Street Cleaning		\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Total Traffic And Pedestrian Services		\$588.43	\$2,960.27	\$10,855.00	27.27%	\$7,894.73
Roadside						
101-000-000-542-70-31-00	Roadside Operating	\$1,517.21	\$2,142.93	\$2,000.00	107.15%	(\$142.93)
Total Roadside		\$1,517.21	\$2,142.93	\$2,000.00	107.15%	(\$142.93)
Total Road and Street Maintenance		\$6,520.63	\$21,739.44	\$62,742.00	34.65%	\$41,002.56
Road and Street General Administration / Overhead						
101-000-000-543-30-30-00	Office And Operating	\$274.40	\$5,587.70	\$4,633.00	120.61%	(\$954.70)
101-000-000-543-30-30-01	Gasoline & Oil Products	\$349.61	\$582.90	\$3,000.00	19.43%	\$2,417.10
101-000-000-543-30-30-02	Small Tools & Equipment	\$0.00	\$1,000.00	\$500.00	200.00%	(\$500.00)
101-000-000-543-30-40-01	Insurance	\$105.37	\$540.82	\$1,384.00	39.08%	\$843.18
Training						
101-000-000-543-60-40-00	Safety Training	\$89.38	\$304.72	\$0.00		(\$304.72)
Total Training		\$89.38	\$304.72	\$0.00		(\$304.72)
Total Road and Street General Administration / Overhead		\$818.76	\$8,016.14	\$9,517.00	84.23%	\$1,500.86
Total Transportation		\$7,339.39	\$29,755.58	\$72,259.00	41.18%	\$42,503.42
Debt Service						
Roads/Streets Construction & Other Infrastructure						
Engineering						
101-000-000-595-10-41-04	Engineering - Elizabeth	\$0.00	\$30,155.28	\$582,115.00	5.18%	\$551,959.72
Total Engineering		\$0.00	\$30,155.28	\$582,115.00	5.18%	\$551,959.72
Roadway						
101-000-000-595-30-65-00	Roadway Construction	\$0.00	\$181.00	\$0.00		(\$181.00)
Total Roadway		\$0.00	\$181.00	\$0.00		(\$181.00)

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
Traffic And Pedestrian Services						
Sidewalks						
101-000-000-595-61-60-01	Sidewalks	\$0.00	\$0.00	\$100,315.00	0.00%	\$100,315.00
Total Sidewalks		\$0.00	\$0.00	\$100,315.00	0.00%	\$100,315.00
Total Traffic And Pedestrian Services		\$0.00	\$0.00	\$100,315.00	0.00%	\$100,315.00
Total Roads/Streets Construction & Other Infrastructure		\$0.00	\$30,336.28	\$682,430.00	4.45%	\$652,093.72
101-000-000-597-00-00-01	Contingency	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00
101-000-000-597-00-00-03	Transfer TO 001-Bldg. Rental	\$0.00	\$0.00	\$11,500.00	0.00%	\$11,500.00
Total Debt Service		\$0.00	\$30,336.28	\$703,930.00	4.31%	\$673,593.72
Total Expenditure		\$7,339.39	\$60,091.86	\$776,189.00	7.74%	\$716,097.14
Total City Streets		\$7,339.39	\$60,091.86	\$776,189.00	7.74%	\$716,097.14
Tourism						
Expenditure						
104-000-000-557-30-41-01	Heritage Museum	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
104-000-000-557-30-41-02	Visitors Bldg. - City Portion	\$0.00	\$769.00	\$769.00	100.00%	\$0.00
104-000-000-557-30-41-03	Ilwaco Merchants Association	\$0.00	\$0.00	\$7,500.00	0.00%	\$7,500.00
104-000-000-557-30-41-04	Peninsula Visitors Bureau	\$7,500.00	\$7,500.00	\$7,500.00	100.00%	\$0.00
104-000-000-557-30-41-05	Ilwaco Charter Association	\$0.00	\$0.00	\$1,000.00	0.00%	\$1,000.00
104-000-000-557-30-46-00	Heritage Museum - Insurance	\$413.06	\$2,120.07	\$5,520.00	38.41%	\$3,399.93
Debt Service						
104-000-000-597-00-00-00	Contingency	\$0.00	\$0.00	\$36,000.00	0.00%	\$36,000.00
104-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
Total Debt Service		\$0.00	\$0.00	\$38,500.00	0.00%	\$38,500.00
Total Expenditure		\$7,913.06	\$10,389.07	\$65,789.00	15.79%	\$55,399.93
Total Tourism		\$7,913.06	\$10,389.07	\$65,789.00	15.79%	\$55,399.93
Excise Reserve						
Expenditure						
Debt Service						
301-000-000-597-00-00-01	Transfer TO 001	\$0.00	\$0.00	\$14,000.00	0.00%	\$14,000.00
Total Debt Service		\$0.00	\$0.00	\$14,000.00	0.00%	\$14,000.00
Total Expenditure		\$0.00	\$0.00	\$14,000.00	0.00%	\$14,000.00
Total Excise Reserve		\$0.00	\$0.00	\$14,000.00	0.00%	\$14,000.00
Water						
Expenditure						
Utilities and Environment						
Water Utilities						
401-000-000-534-00-10-00	Salaries & Wages	\$14,656.25	\$70,091.28	\$202,761.00	34.57%	\$132,669.72
401-000-000-534-00-20-00	Benefits	\$3,685.66	\$23,058.86	\$70,230.00	32.83%	\$47,171.14
401-000-000-534-00-31-00	Operation & Maintenance	\$4,725.37	\$16,437.86	\$35,000.00	46.97%	\$18,562.14
401-000-000-534-00-31-01	Chemicals	\$0.00	\$8,808.95	\$32,000.00	27.53%	\$23,191.05
401-000-000-534-00-31-02	Monthly Excise Tax Pay	\$2,873.16	\$15,442.87	\$33,818.00	45.66%	\$18,375.13
401-000-000-534-00-31-03	Annual Meter Calibrations	\$0.00	\$1,592.76	\$2,400.00	66.37%	\$807.24
401-000-000-534-00-31-04	Annual Permit Fees	\$0.00	\$2,962.35	\$5,000.00	59.25%	\$2,037.65
401-000-000-534-00-31-06	Office & Customer Service	\$372.16	\$3,214.75	\$6,000.00	53.58%	\$2,785.25
401-000-000-534-00-32-00	Gasoline	\$828.98	\$1,940.85	\$10,000.00	19.41%	\$8,059.15
401-000-000-534-00-35-00	Small Tools & Equipment	\$0.00	\$587.66	\$5,000.00	11.75%	\$4,412.34
401-000-000-534-00-35-01	Small Tools & Equipment - Lab	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
401-000-000-534-00-41-00	Professional Services	\$900.00	\$3,394.49	\$16,500.00	20.57%	\$13,105.51
401-000-000-534-00-41-03	Professional Services - Electrician	\$189.73	\$493.40	\$12,000.00	4.11%	\$11,506.60
401-000-000-534-00-41-04	Professional Services - Computer	\$137.50	\$3,130.14	\$9,000.00	34.78%	\$5,869.86
401-000-000-534-00-42-00	Communications	\$484.52	\$1,903.31	\$4,500.00	42.30%	\$2,596.69
401-000-000-534-00-43-00	Travel/Meals/Lodging	\$0.00	\$365.00	\$2,000.00	18.25%	\$1,635.00
401-000-000-534-00-46-00	Insurance	\$1,407.79	\$7,225.63	\$18,802.00	38.43%	\$11,576.37
401-000-000-534-00-47-00	Electricity	\$2,509.11	\$12,302.25	\$31,104.00	39.55%	\$18,801.75
401-000-000-534-00-47-03	Storm Drainage	\$0.00	\$556.87	\$560.00	99.44%	\$3.13
401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$154.88	\$2,448.16	\$6,000.00	40.80%	\$3,551.84
401-000-000-534-00-48-01	Water Line Replacement	\$0.00	\$0.00	\$5,000.00	0.00%	\$5,000.00
401-000-000-534-00-49-01	Safety Training	\$0.00	\$65.00	\$500.00	13.00%	\$435.00
401-000-000-534-00-49-02	Software Upgrade	\$0.00	\$2,133.10	\$1,966.00	108.50%	(\$167.10)
Total Water Utilities		\$32,925.11	\$178,155.54	\$515,141.00	34.58%	\$336,985.46
Total Utilities and Environment		\$32,925.11	\$178,155.54	\$515,141.00	34.58%	\$336,985.46
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						
401-000-000-591-34-72-00	Principal Pwtf - 94206	\$0.00	\$0.00	\$3,994.00	0.00%	\$3,994.00
401-000-000-591-34-72-01	Principal Pwtf - 04-65104-013	\$0.00	\$0.00	\$18,000.00	0.00%	\$18,000.00
Total Redemption of Long Term Debt - Proprietary Funds		\$0.00	\$0.00	\$21,994.00	0.00%	\$21,994.00
Interest And Other Debt Service Costs						
401-000-000-592-34-80-00	Interest Pwtf - 94206	\$0.00	\$0.00	\$80.00	0.00%	\$80.00
401-000-000-592-34-83-01	Interest Pwtf - 04-65104-013	\$0.00	\$0.00	\$983.00	0.00%	\$983.00
Total Interest And Other Debt Service Costs		\$0.00	\$0.00	\$1,063.00	0.00%	\$1,063.00
Capital Expenditures						
401-000-000-594-34-41-01	Engineering - Plant	\$1,246.95	\$13,900.28	\$0.00		(\$13,900.28)
401-000-000-594-34-41-02	Engineering - Distribution	\$0.00	\$5,957.00	\$0.00		(\$5,957.00)
401-000-000-594-34-62-00	Construction Project - Reservoir	\$77,285.27	\$586,671.99	\$770,000.00	76.19%	\$183,328.01

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
401-000-000-594-34-62-01	Construction - Plant	\$0.00	\$0.00	\$940,000.00	0.00%	\$940,000.00
401-000-000-594-34-62-02	Construction - Distribution	\$0.00	\$85,654.20	\$16,000.00	535.34%	(\$69,654.20)
401-000-000-594-62-34-00	Plant Improvements	\$0.00	\$1,598.00	\$98,000.00	1.63%	\$96,402.00
Equipment						
401-000-000-594-64-34-00	Vehicle Purchase	\$0.00	\$0.00	\$12,500.00	0.00%	\$12,500.00
401-000-000-594-64-34-01	Equipment	\$0.00	\$0.00	\$35,000.00	0.00%	\$35,000.00
401-000-000-594-64-34-02	Contingency	\$0.00	\$0.00	\$103,500.00	0.00%	\$103,500.00
Total Equipment		\$0.00	\$0.00	\$151,000.00	0.00%	\$151,000.00
Total Capital Expenditures		\$78,532.22	\$693,781.47	\$1,975,000.00	35.13%	\$1,281,218.53
Transfer Out						
401-000-000-597-00-00-02	Transfer TO 001	\$0.00	\$0.00	\$12,375.00	0.00%	\$12,375.00
401-000-000-597-00-00-03	Transfer TO 403 Usda 91-01	\$0.00	\$2,177.00	\$4,354.00	50.00%	\$2,177.00
Total Transfer Out		\$0.00	\$2,177.00	\$16,729.00	13.01%	\$14,552.00
Total Debt Service		\$78,532.22	\$695,958.47	\$2,014,786.00	34.54%	\$1,318,827.53
Total Expenditure		\$111,457.33	\$874,114.01	\$2,529,927.00	34.55%	\$1,655,812.99
Expenditure						
Debt Service						
Redemption Of Long-Term Debt - Governmental Funds						
401-000-150-591-34-79-03	New Loan	\$0.00	\$0.00	\$66,248.00	0.00%	\$66,248.00
Total Redemption Of Long-Term Debt - Governmental Funds		\$0.00	\$0.00	\$66,248.00	0.00%	\$66,248.00
Total Debt Service		\$0.00	\$0.00	\$66,248.00	0.00%	\$66,248.00
Total Expenditure		\$0.00	\$0.00	\$66,248.00	0.00%	\$66,248.00
Total Water		\$111,457.33	\$874,114.01	\$2,596,175.00	33.67%	\$1,722,060.99

Water & Sewer Bond Redemption

Expenditure						
Debt Service						
403-000-000-591-34-70-01	Pwtf 97-791-007 Principal	\$0.00	\$0.00	\$13,118.25	0.00%	\$13,118.25
403-000-000-591-34-70-03	Pwtf 04-691 Principal	\$0.00	\$0.00	\$1,496.00	0.00%	\$1,496.00
403-000-000-591-34-70-04	Pwtf 05-691 Principal	\$0.00	\$0.00	\$20,260.00	0.00%	\$20,260.00
403-000-000-591-34-70-05	Pwtf 04-65104-013 Principal	\$0.00	\$0.00	\$16,948.68	0.00%	\$16,948.68
403-000-000-591-34-72-00	Usda 91-01 Principal	\$0.00	\$1,117.82	\$2,263.59	49.38%	\$1,145.77
403-000-000-591-35-72-01	Srf 94-08 Principal Only	\$0.00	\$52,153.94	\$104,308.00	50.00%	\$52,154.06
403-000-000-591-35-72-04	Pwtf - 06-962-0017 Principal	\$0.00	\$0.00	\$11,898.00	0.00%	\$11,898.00
403-000-000-591-35-72-06	B of P - 2008 - Principal	\$0.00	\$7,402.94	\$14,528.00	50.96%	\$7,125.06
403-000-000-591-35-72-07	PWTF PR09-951-050	\$0.00	\$0.00	\$12,910.00	0.00%	\$12,910.00
403-000-000-591-35-78-00	DOE SRF L1300001- Principal	\$0.00	\$64,596.70	\$130,070.00	49.66%	\$65,473.30
403-000-000-591-35-78-01	DOE SRF L1300003 -Principal	\$0.00	\$0.00	\$6,235.00	0.00%	\$6,235.00
403-000-000-591-35-78-02	DOE SRF L1300006 - Principal	\$0.00	\$0.00	\$2,266.00	0.00%	\$2,266.00
Interest And Other Debt Service Costs						
403-000-000-592-34-80-00	Usda 91-01 Interest	\$0.00	\$1,059.18	\$2,090.41	50.67%	\$1,031.23
403-000-000-592-34-80-01	Pwtf 97-791-007 Interest	\$0.00	\$0.00	\$1,967.75	0.00%	\$1,967.75
403-000-000-592-34-80-03	Pwtf 04-691 Interest	\$0.00	\$0.00	\$180.00	0.00%	\$180.00
403-000-000-592-34-80-04	Pwtf 05-691 Interest	\$0.00	\$0.00	\$5,268.00	0.00%	\$5,268.00
403-000-000-592-34-80-05	Pwtf 04-65104-013 Interest	\$0.00	\$0.00	\$2,034.32	0.00%	\$2,034.32
403-000-000-592-34-80-07	PWTF PR09-951-050	\$0.00	\$0.00	\$128.00	0.00%	\$128.00
403-000-000-592-35-80-04	Pwtf - 06-962-0017 Interest	\$0.00	\$0.00	\$1,660.00	0.00%	\$1,660.00
403-000-000-592-35-80-05	PWTF PC13-961-054 Nesadi Interest	\$1,219.98	\$1,219.98	\$0.00		(\$1,219.98)
403-000-000-592-35-80-06	B of P - 2008 - Interest	\$0.00	\$7,420.46	\$15,120.00	49.08%	\$7,699.54
403-000-000-592-35-83-00	DOE SRF L1300001- Interest	\$0.00	\$43,236.65	\$85,597.00	50.51%	\$42,360.35
403-000-000-592-35-83-01	DOE SRF L1300003 - Interest	\$0.00	\$0.00	\$26,382.00	0.00%	\$26,382.00
403-000-000-592-35-83-02	DOE SRF L1300006 - Interest	\$0.00	\$0.00	\$318.00	0.00%	\$318.00
Total Interest And Other Debt Service Costs		\$1,219.98	\$52,936.27	\$140,745.48	37.61%	\$87,809.21
Total Debt Service		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33
Total Expenditure		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33
Total Water & Sewer Bond Redemption		\$1,219.98	\$178,207.67	\$477,047.00	37.36%	\$298,839.33

Stormwater

Expenditure						
Utilities and Environment						
Flood Control						
408-000-000-531-38-10-00	Salaries & Wages	\$1,300.22	\$5,786.35	\$15,066.00	38.41%	\$9,279.65
408-000-000-531-38-20-00	Benefits	\$393.47	\$2,026.34	\$5,274.00	38.42%	\$3,247.66
408-000-000-531-38-31-01	Operations & Maintenance	\$1,188.68	\$3,911.87	\$8,600.00	45.49%	\$4,688.13
408-000-000-531-38-31-02	Excise Tax	\$83.61	\$705.03	\$1,600.00	44.06%	\$894.97
408-000-000-531-38-32-00	Gas/Oil Products	\$186.86	\$280.64	\$1,000.00	28.06%	\$719.36
408-000-000-531-38-35-00	Small Tools	\$0.00	\$587.67	\$0.00		(\$587.67)
408-000-000-531-38-46-00	Insurance	\$50.05	\$256.89	\$692.00	37.12%	\$435.11
Total Flood Control		\$3,202.89	\$13,554.79	\$32,232.00	42.05%	\$18,677.21
Total Utilities and Environment		\$3,202.89	\$13,554.79	\$32,232.00	42.05%	\$18,677.21
Debt Service						
Redemption of Long Term Debt - Proprietary Funds						
408-000-000-591-38-72-01	Strmwater -Principal #19900038	\$0.00	\$0.00	\$3,446.00	0.00%	\$3,446.00
408-000-000-591-38-72-02	Pw-04-691 Principal	\$0.00	\$0.00	\$1,496.00	0.00%	\$1,496.00
408-000-000-591-38-72-03	Pw-05-691-023 Principal	\$0.00	\$0.00	\$20,260.00	0.00%	\$20,260.00
Total Redemption of Long Term Debt - Proprietary Funds		\$0.00	\$0.00	\$25,202.00	0.00%	\$25,202.00
Interest And Other Debt Service Costs						
408-000-000-592-31-83-01	Strmwater - Interest #19900038	\$0.00	\$0.00	\$1,273.00	0.00%	\$1,273.00

Account Number	Title	Period	Fiscal	Budget	% of Total	Balance
408-000-000-592-31-83-02	Pw-04-691 Interest	\$0.00	\$0.00	\$165.00	0.00%	\$165.00
408-000-000-592-31-83-03	Pw-05-691-023 Interest	\$0.00	\$0.00	\$4,863.00	0.00%	\$4,863.00
Total Interest And Other Debt Service Costs		\$0.00	\$0.00	\$6,301.00	0.00%	\$6,301.00
Capital Expenditures						
408-000-000-594-31-64-00	Drainage Construction	\$0.00	\$227.46	\$5,600.00	4.06%	\$5,372.54
Total Capital Expenditures		\$0.00	\$227.46	\$5,600.00	4.06%	\$5,372.54
Transfer Out						
408-000-000-597-00-00-03	Transfer TO 001-Bldg. Rental	\$0.00	\$0.00	\$5,500.00	0.00%	\$5,500.00
Total Transfer Out		\$0.00	\$0.00	\$5,500.00	0.00%	\$5,500.00
Total Debt Service		\$0.00	\$227.46	\$42,603.00	0.53%	\$42,375.54
Total Expenditure		\$3,202.89	\$13,782.25	\$74,835.00	18.42%	\$61,052.75
Total Stormwater		\$3,202.89	\$13,782.25	\$74,835.00	18.42%	\$61,052.75
Sewer						
Expenditure						
Utilities and Environment						
Sewer Utilities						
409-000-000-535-00-10-00	Salaries And Wages	\$12,881.14	\$60,253.50	\$147,673.00	40.80%	\$87,419.50
409-000-000-535-00-20-00	Employee Benefits	\$3,801.08	\$21,915.76	\$53,739.00	40.78%	\$31,823.24
409-000-000-535-00-31-01	Operations And Maintenance	\$3,009.75	\$9,527.79	\$11,700.00	81.43%	\$2,172.21
409-000-000-535-00-31-02	Chemicals	\$0.00	\$5,494.64	\$21,000.00	26.16%	\$15,505.36
409-000-000-535-00-31-03	Excise Tax	\$1,065.85	\$5,818.05	\$16,528.00	35.20%	\$10,709.95
409-000-000-535-00-31-04	Annual Meter Calibrations	\$0.00	\$1,929.58	\$4,120.00	46.83%	\$2,190.42
409-000-000-535-00-31-05	Doe Annual Permit	\$0.00	\$1,111.32	\$2,600.00	42.74%	\$1,488.68
409-000-000-535-00-31-06	Screen Panels And Brushes	\$0.00	\$6,787.90	\$6,800.00	99.82%	\$12.10
409-000-000-535-00-31-07	Lab Supplies	\$0.00	\$0.00	\$2,730.00	0.00%	\$2,730.00
409-000-000-535-00-31-08	Office Supplies & Customer Service	\$182.17	\$2,258.71	\$3,855.00	58.59%	\$1,596.29
409-000-000-535-00-32-00	Gas/oil Products	\$329.38	\$1,060.24	\$7,000.00	15.15%	\$5,939.76
409-000-000-535-00-35-00	Small Tools	\$0.00	\$587.67	\$3,000.00	19.59%	\$2,412.33
409-000-000-535-00-41-00	Attorney Fees	\$1,123.50	\$3,049.50	\$0.00		(\$3,049.50)
409-000-000-535-00-41-01	Professional Services - Electrician	\$463.48	\$10,841.47	\$27,000.00	40.15%	\$16,158.53
409-000-000-535-00-41-02	Professional Services - Computer	\$137.50	\$4,081.96	\$10,000.00	40.82%	\$5,918.04
409-000-000-535-00-42-00	Communications	\$437.50	\$1,981.81	\$5,410.00	36.63%	\$3,428.19
409-000-000-535-00-43-01	Travel/meals & Lodging	\$0.00	\$0.00	\$2,500.00	0.00%	\$2,500.00
409-000-000-535-00-43-02	Training	\$0.00	\$300.66	\$3,500.00	8.59%	\$3,199.34
409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,333.33	\$6,666.65	\$43,000.00	15.50%	\$36,333.35
409-000-000-535-00-46-00	Insurance	\$1,040.04	\$5,338.13	\$13,894.00	38.42%	\$8,555.87
409-000-000-535-00-47-01	Electricity	\$4,457.67	\$22,954.76	\$62,000.00	37.02%	\$39,045.24
409-000-000-535-00-47-02	Water	\$487.41	\$1,954.42	\$5,500.00	35.53%	\$3,545.58
409-000-000-535-00-47-03	Sewer	\$664.82	\$2,663.87	\$8,000.00	33.30%	\$5,336.13
409-000-000-535-00-47-04	Garbage Services	\$126.40	\$948.18	\$2,600.00	36.47%	\$1,651.82
409-000-000-535-00-47-05	Storm Drainage	\$29.48	\$209.76	\$584.00	35.92%	\$374.24
409-000-000-535-00-48-01	Repairs And Maintenance	\$154.88	\$11,923.58	\$20,200.00	59.03%	\$8,276.42
409-000-000-535-00-48-02	Annual Pipe Clean/tv Inspect	\$0.00	\$8,133.51	\$6,000.00	135.56%	(\$2,133.51)
409-000-000-535-00-48-03	Miscellaneous	\$0.00	\$2,133.10	\$1,966.00	108.50%	(\$167.10)
Total Sewer Utilities		\$31,725.38	\$199,926.52	\$492,899.00	40.56%	\$292,972.48
Total Utilities and Environment		\$31,725.38	\$199,926.52	\$492,899.00	40.56%	\$292,972.48
Debt Service						
Capital Expenditures						
409-000-000-594-63-35-00	Sewer Line Replace/repair	\$950.00	\$9,604.18	\$25,333.00	37.91%	\$15,728.82
409-000-000-594-63-35-02	Engineering - Collection System	\$0.00	\$11,970.80	\$295,000.00	4.06%	\$283,029.20
409-000-000-594-63-35-04	Treatment Plant Roof	\$0.00	\$0.00	\$59,200.00	0.00%	\$59,200.00
Equipment						
409-000-000-594-64-35-01	Machinery & Equipment	\$0.00	\$0.00	\$94,753.00	0.00%	\$94,753.00
409-000-000-594-64-35-03	Pump	\$0.00	\$0.00	\$68,000.00	0.00%	\$68,000.00
409-000-000-594-64-35-04	Add'l Machinery & Equipment	\$0.00	\$0.00	\$8,000.00	0.00%	\$8,000.00
Total Equipment		\$0.00	\$0.00	\$170,753.00	0.00%	\$170,753.00
Total Capital Expenditures		\$950.00	\$21,574.98	\$550,286.00	3.92%	\$528,711.02
Transfer Out						
409-000-000-597-00-00-02	Transfer TO 001-Bldg. Rental	\$0.00	\$0.00	\$20,275.00	0.00%	\$20,275.00
409-000-000-597-00-00-04	Wwtp - TO 403 Srf Redemption	\$0.00	\$159,987.29	\$355,170.00	45.05%	\$195,182.71
409-000-000-597-00-00-05	Wwtp - TO 403 Pwtf Redemption	\$1,219.98	\$1,219.98	\$15,586.00	7.83%	\$14,366.02
409-000-000-597-00-00-10	TO 403 Wwtp Pwtf 06-962-017	\$0.00	\$0.00	\$13,564.00	0.00%	\$13,564.00
409-000-000-597-00-00-11	TO 403 Wwtp Pwtf Red05-691-023	\$0.00	\$0.00	\$25,528.00	0.00%	\$25,528.00
409-000-000-597-00-00-12	TO 403 Wwtp Pwtf Red04-691-Pre	\$0.00	\$0.00	\$1,676.00	0.00%	\$1,676.00
409-000-000-597-00-00-13	WWTP to 403 PWTF PR09-951-050	\$0.00	\$0.00	\$13,038.00	0.00%	\$13,038.00
409-000-000-597-00-00-14	TO 404 Wwtp B of P Reserve	\$0.00	\$0.00	\$2,965.00	0.00%	\$2,965.00
409-000-000-597-00-00-15	TO 403 Wwtp-B of P 2008 Redemp	\$0.00	\$14,823.40	\$29,648.00	50.00%	\$14,824.60
409-000-000-597-00-00-16	Wwtp - TO 404 Srf Reserve	\$0.00	\$0.00	\$17,588.00	0.00%	\$17,588.00
Total Transfer Out		\$1,219.98	\$176,030.67	\$495,038.00	35.56%	\$319,007.33
Total Debt Service		\$2,169.98	\$197,605.65	\$1,045,324.00	18.90%	\$847,718.35
Total Expenditure		\$33,895.36	\$397,532.17	\$1,538,223.00	25.84%	\$1,140,690.83
Total Sewer		\$33,895.36	\$397,532.17	\$1,538,223.00	25.84%	\$1,140,690.83
Grand Totals						
		\$223,812.83	\$1,889,332.90	\$6,477,977.00	29.17%	\$4,588,644.10

<input checked="" type="checkbox"/> Subject	Due Date
<input checked="" type="checkbox"/> investigate another water main leak on sahallee — Dave, Jimmie, Austin	Tue 6/9/2015
<input checked="" type="checkbox"/> assemble 12" tee & valves for elizabeth water connection for future development, — Austin, ...	Tue 6/9/2015
<input checked="" type="checkbox"/> coordinate with Lindstrom const. to install water connection for Munjar. — Dave	Tue 6/9/2015
<input checked="" type="checkbox"/> assist dennis in delivering rebuilt pump to booster pmp. station. Jimmie	Wed 6/18/2014
<input checked="" type="checkbox"/> turn main valves off for Elizabeth st. project to do water main tie ins — Dave	Wed 6/18/2014
<input checked="" type="checkbox"/> install 12" Tee & valve on Elizabeth — Dave Austi Jimmie	Wed 6/18/2014
<input checked="" type="checkbox"/> repair broken service line on Elizabeth that contractor hit — Jimmie	Tue 6/17/2014
<input checked="" type="checkbox"/> flushed various hydrants around Elizabeth work zone and shut & open water main valves. Dave	Tue 6/17/2014
<input checked="" type="checkbox"/> mow in front of city hall — Austin	Tue 6/17/2014
<input checked="" type="checkbox"/> dig up water main on elizabeth to install 12" Tee & valve — Dave, Aystin, Jimmie	Tue 6/17/2014
<input checked="" type="checkbox"/> <input type="checkbox"/> work on inventory small parts for water repair Dave	Mon 6/16/2014
<input checked="" type="checkbox"/> <input type="checkbox"/> work on sollution for brush cutter counter ballance at water plant	Mon 6/16/2014
<input checked="" type="checkbox"/> assist ronglins const. in flushing & chlorine resid.s — on elizabeth water main — Dave	Mon 6/16/2014
<input checked="" type="checkbox"/> cut over hanging branches on willows rd. — Jimmie	Mon 6/16/2014
<input checked="" type="checkbox"/> locate water main valves — Dave, Jimmie	Mon 6/16/2014
<input checked="" type="checkbox"/> mow parks — Jimmie —	Mon 6/16/2014
<input checked="" type="checkbox"/> mow willows rd. — Austin	Mon 6/16/2014
<input checked="" type="checkbox"/> repair passenger side window transmission & motor in my truck	Fri 6/13/2014
<input checked="" type="checkbox"/> install 12" hydrant extension on lake & Elizabeth — Austin, Dave	Fri 6/13/2014
<input checked="" type="checkbox"/> finnish Munjar service connection — Austin, Dave	Fri 6/13/2014
<input checked="" type="checkbox"/> fix water meter leak 813 lake st. — Austin Jimmie	Thu 6/12/2014
<input checked="" type="checkbox"/> disconnect 104 spruce street water service Austin, Jimmie	Thu 6/12/2014
<input checked="" type="checkbox"/> work on Munjar service connection — Austin, Jimmie	Thu 6/12/2014
<input checked="" type="checkbox"/> set up to install 12" tee on elizabeth — but didnt work out — Austin, Jimmie, Dave (do to to man...	Thu 6/12/2014
<input checked="" type="checkbox"/> turn water on at 104 hemlock	Wed 6/11/2014
<input checked="" type="checkbox"/> turn water on at 6800 orteliuos	Wed 6/11/2014
<input checked="" type="checkbox"/> Austin gone at 1:00 p.m.	Wed 6/11/2014
<input checked="" type="checkbox"/> check crew behind highschool using fire hydrant	Wed 6/11/2014
<input checked="" type="checkbox"/> check on sahallee tank demo	Wed 6/11/2014
<input checked="" type="checkbox"/> order 12" extension kit for M&H fire hydrant on elizabeth & lake	Wed 6/11/2014
<input checked="" type="checkbox"/> r&r fire hydrant on N.E corner of eizabeth & lake st reset it on back side of sidewalk Dave, Ji...	Wed 6/11/2014
<input checked="" type="checkbox"/> repair gutter broom on street sweeper	Tue 6/10/2014
<input checked="" type="checkbox"/> repair hydraulic leak on back hoe	Tue 6/10/2014
<input checked="" type="checkbox"/> assist Ronglins on spruce & elizabeth	Tue 6/10/2014
<input checked="" type="checkbox"/> call WASDOT to make him aware of an issue with tall grass on highway & stringtown rd corn...	Mon 6/9/2014
<input checked="" type="checkbox"/> order 20 ft. of 12" C-900 water main to replace what i used from Ronglins, — Dave	Mon 6/9/2014
<input checked="" type="checkbox"/> take parts for unknown 8" clay pipe Down to Ronglins for repair untill we determine what it is...	Mon 6/9/2014
<input checked="" type="checkbox"/> <input type="checkbox"/> work on inventory for streets, water dist., parks, storm drainage, shop.	Wed 6/4/2014
<input checked="" type="checkbox"/> <input type="checkbox"/>	None
<input checked="" type="checkbox"/> <input type="checkbox"/> check storm drainage	None
<input checked="" type="checkbox"/> <input type="checkbox"/> repair back entrance of city hall	None
<input checked="" type="checkbox"/> <input type="checkbox"/> work on city park	None
<input checked="" type="checkbox"/> <input type="checkbox"/> fill any potholes around town	None
<input checked="" type="checkbox"/> <input type="checkbox"/> pick up garbage around town	None
<input checked="" type="checkbox"/> <input type="checkbox"/> repair trans. leak dodge 1 ton	None

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item:6/9/14 Council Business Item: 6/23/14

B. Issue/Topic: **CresComm License Agreement**

C. Sponsor(s):

1. Gary Forner

2. Vinessa Mulnix

D. Background (overview of why issue is before council):

In December of 2013, the council was presented a letter from CresComm requesting that a formal agreement be entered between the City of Ilwaco and CresComm for equipment CresComm has had on the property. At the request of the council, CresComm provided a drafted lease agreement that was reviewed by the City Attorney, Heather Reynolds. Heather suggested that a license agreement would be the appropriate instrument to document the relationship since CresComm would not have sole possession of the actual property. The sample document was sent to CresComm and then sent to the city property committee for review.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

CresComm would like the notification to vacate to be set at 120 days; however, it was limited to 90 days by the committee. The original sample document required a one year advance payment. CresComm has stated that they are not able to pay that much in advance.

F. Impacts:

1. Fiscal:

2. Legal: Heather Reynolds provided the sample agreement, but has not reviewed the final agreement.

3. Personnel:

4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to authorize the mayor to execute the license agreement between the City of Ilwaco and CresComm WiFi, LLC.**

LICENSE AGREEMENT

BETWEEN: CITY OF ILWACO ("City") AND CRESCOMM WiFi, LLC ("Licensee")

RECITALS

City is the owner of real property (the "Property") described as:

A. Shop Building, 120 First Ave N, Ilwaco, Washington

B. Pump Station, Spring St, Ilwaco, Washington

NOW, THEREFORE, the parties mutually agree as follows:

1. License. City hereby grants to Licensees a revocable non-exclusive license to use the above Property for operation of their Ilwaco Fixed Wireless Network.

2. License Fee. Licensees shall pay to City in advance, on the first day of each calendar quarter of this license, a fee of \$ 180.00.

3. Term. This license shall renew annually upon payment of 1st Quarter License Fee, and shall be revocable by the City upon 90 days' prior written notice to Licensees. In the event of revocation by City during a calendar quarter, any unused portion of the License Fee shall be refunded upon return of the Property to its original condition.

4. Use of Property. This license shall allow Licensee and its invitees to use the Property solely for Antenna and Ethernet cables in/on Shop Building and Pump Station as described on Attachment A. Licensee shall assure that the Property is maintained in its original condition and shall be responsible for any damage thereto. In the event of regular maintenance or emergency repair service, the City will allow and provide Licensee, their Agents and or Invitees access to do needed repairs and or maintenance in said licensed area and or location.

5. Indemnity/Insurance. Licensees agree that City shall have no liability for any claims, damages, injuries, suits or actions resulting from use of the Property by Licensees or their invitees, and Licensees shall indemnify, defend and hold City and its officers and employees harmless from any such claims, including attorney fees and all related costs or expenses. Licensee shall obtain and maintain comprehensive general liability insurance, against any and all claims for damages to persons or property that may arise out of operations under this Agreement. Such insurance shall protect Licensor in the amount of \$2,000,000 per occurrence. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the premises and shall name Licensor as Additional Insured. Licensee shall provide Licensor with a Certificate of Insurance upon execution of this Agreement.

6. No Assignment. The rights granted under this License are personal to Licensee and may not be assigned or transferred. No right to use any portion of the property may be conferred on any third person by any means, without the prior written consent of City. City may withhold or condition such consent in its sole and arbitrary discretion.

7. Miscellaneous.

7.1 Complete Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

7.2 Written Notice. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.

7.3 Governing Law/Venue. This Agreement shall be governed by the laws of the State of Washington. Any action commenced in connection with this Agreement shall be in the Superior Court of Pacific County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of City shall be cumulative and maybe exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of City according to law.

7.4 Nondiscrimination. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by City.

7.5 Strict Performance. Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

7.6 Agreement Binding. Subject to the limitations on transfer of Licensee's interest, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.7 Time is of the Essence. Time is of the essence of the performance of each of the Licensee's obligations.

WHEREFORE, City and Licensee have executed this Agreement this ____ day of _____.

CRESCOMM WiFi, LLC

CITY OF ILWACO

By: _____

By: _____

700 Pacific Ave No, Bldg. 3
P. O. Box 250
Long Beach, WA 98631-0250
(360)642-0858, Admin
(360)642-4058, Fax
(800)562-0036, Sales

CresComm WiFi, LLC

Attachment ~~A~~ Equipment List

City Shop Building

CAT5E Cable running East on the wall from the PUD room inside the shop to the upper SE corner. From here it goes through flex conduit over to the adjacent building at 116 E Spruce St owned by Stephanie Fritts of which we have a registered Easement.

We have a locking 14x24" (approx) NEMA cabinet for our switch and conduit running to the roof containing CAT5E cable. Ford Electric installed the conduit and Electrical outlet in said cabinet.

Plans are to mount an Uniquiti airMAX 24" diameter dish on light standard above our NEMA cabinet on the edge of shop roof. Existing equipment currently on light standard will be removed.

Spring Street Pump Station

One 6x6" x 17' pressure treated pole (in ground) at NW corner of building. One 12x12x6" NEMA box on upper right hand corner of West end of building for our switch. Conduit inside building and electrical outlet in NEMA box installed by Ford Electric.

On pole is a 6x10x3" Metal NEMA box containing fully functional hotspot router. Unit is powered by Power Over Ethernet (POE) and there are two antennas (one linking to Ilwaco AP and one TX/RX for said WIFI Hotspot. This hotspot provides WIFI coverage on the West side of town and Fisherman's Cove RV Park.

700 Pacific Ave No, Bldg. 3
P. O. Box 250
Long Beach, WA 98631-0250
(360)642-0858, Admin
(360)642-4058, Fax
(800)562-0036, Sales

CresComm WiFi, LLC

December 6, 2013

Honorable Mayor Cassinelli and Council Members;

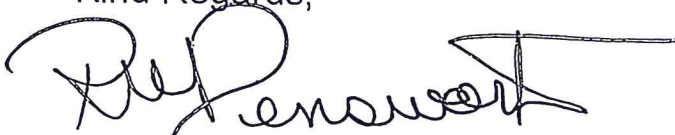
For nearly 6 years CresComm has had a connection to PUD's fiber in the warehouse room the PUD leases from the City. We used to have our antenna pole on the City's warehouse roof.

When you re-roofed the we moved the antenna mast to Stephanie Fritt's building (adjacent to the City warehouse) at 116 E Spruce. We still need to keep the Ethernet cable running through the City warehouse to our new location in the adjacent mini-storage building.

We have an Easement with Stephanie Fritts on file with Pacific County for use of her building.

We're making a formal request to Ilwaco City Council to negotiate an Easement (and fee agreement) to keep our cable in place in City's warehouse.

Kind Regards;



Robert Pensworth
Manager/System Admins

crescomm.net

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 06/09/14 Council Business Item: 06/23/14
- B. Issue/Topic: **Interlocal Agreement between DOR and City of Ilwaco for Business Licensing services**
- C. Sponsor(s):
 1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
 1. Our current Interlocal agreement for business licensing services will expire in August. This is just a renewal of the current agreement with the Department of Revenue to act as our business licensing agent for the purpose of collecting, processing, and disbursing information, licenses, and fees.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1. The agreement is attached to this briefing document for the council's review. It covers a period of five years.
- F. Impacts:
 1. Fiscal: No impact
 2. Legal:
 3. Personnel:
 4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
 1.
- I. Time Constraints/Due Dates: The current agreement expires on August 10, 2014.
- J. Proposed Motion: **I move to authorize the mayor to execute the Interlocal Agreement between the Department of Revenue and the City of Ilwaco.**

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

	State of Washington Department of Revenue Business Licensing Services	City of Ilwaco
	("Revenue")	("Partner")
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	PO Box 548 Ilwaco, WA 98624
Delivery Address	6500 Linderson Way SW, Ste 102 Tumwater, WA 98501	PO Box 548 Ilwaco, WA 98624
Contact Person:	Maria Moore Phone: (360) 705-6641 FAX: (360) 705-6699 E-Mail: mariam@dor.wa.gov	Ariel Smith Phone: (360) 642-3145 FAX: _____ E-Mail: clerk@ilwaco-wa.gov

II. Purpose.

The purpose of this Agreement is to establish the terms under which the Business Licensing Services Division of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

III. Effective date.

This Agreement is effective as of (*check one*): ☐ (mm/dd/yyyy).

☒ the date of the last signature of the parties.

IV. Services provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.
- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.

- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and on-line services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.
- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue for all fees charged by credit card processors and/or financial institutions upon any funds charged, collected, or refunded by Revenue in processing applications and /or collecting fees related to Partner's licensing or other regulatory activities.
- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.
- The Partner shall reimburse Revenue for Partner's share of mainframe charges from the Department of Enterprise Services. Partner's share includes per inquiry/entry charge for access and usage of the BLS system, costs required to transmit Word document reports, and costs associated with ad hoc reports requested (if any).

VII. Billing procedures.

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and data sharing.

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination.

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party.

X. Disputes.

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous.

- A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation. This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.

- C. No Waiver. The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation. Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival. Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries. This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments. No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law. The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

City of Ilwaco

Date

Date

Template approved as to form

Approved as to form

ON FILE

Rebecca Glasgow,
Assistant Attorney General for Washington State

Date

EXHIBIT A

CONFIDENTIALITY AND DATA SHARING

1. Purpose and Scope

The following provisions establish the terms under which Revenue and Partner will share Confidential Licensing Information pursuant to the BLS Agency Partnership Agreement (the "Agreement").

2. Definitions

"Confidential Licensing Information" has the same meaning as "Licensing Information" under RCW 19.02.115(1) (b) and includes, but is not limited to, any information included in the master applications, renewal applications, and master licenses under the business licensing service program. Confidential Licensing Information is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.

3. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure, all Confidential Licensing Information received under the Agreement.

- A. **Ensuring Security:** Partner and Revenue shall each establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all Confidential Licensing Information received by it under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Electronic Security:** Partner's electronic security policies, procedures, and safeguards must be at least as stringent as those set forth in *Washington's Standard for Securing Information Technology Assets*, OCIO Standard No. 141.10, as amended from time to time.
- C. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for Confidential Licensing Information. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

4. Statutory Prohibition Against Disclosure; Secrecy Affidavit.

- A. **Criminal Sanctions.** RCW 19.02.115 prohibits the disclosure of Confidential Licensing Information, except as expressly authorized by RCW 19.02.115. It is a misdemeanor for any person acquiring Confidential Licensing Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115. Additionally, if the person is a state officer or employee, the person must forfeit such office or employment and is incapable of holding any public office or employment in Washington for a period of two years thereafter.
- B. Partner will require employees with access to Confidential Licensing Information to sign a copy of the secrecy affidavit attached at Exhibit B.

5. Authorized Use, Access, and Disclosure

- A. **Permitted Uses:** Confidential Licensing Information may be used for official purposes only.
- B. **Permitted Access:** Confidential Licensing Information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- C. **Permitted Disclosure:** Confidential Licensing Information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - permitted under an express disclosure exception in RCW 19.02.115;

- ordered under any judicial or administrative proceeding; or
 - otherwise expressly authorized by Revenue in writing.
- D. Public Records Requests: In the event that Partner reasonably believes that it must disclose information pursuant a Public Records Request, and Partner is prohibited from disclosing such information under the terms of this Agreement, Partner must give notice to DOR of its intention to disclose. The notice shall be provided at least 14 business days in advance of disclosure, the notice shall contain a copy of the public records request, and the notice shall reasonably identify the information that Partner believes is prohibited from disclosure under this Agreement.

6. Breach of Confidentiality

In the event of any use, access, or disclosure of by Partner or its employees or agents in material violation of the confidentiality terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing Confidential Licensing Information, however, Revenue shall provide Partner with an electronic record containing all information collected for Partner's licensing or other regulatory activities in an electronic medium.

7. Ownership and Retention of Records

Records furnished to Partner in any medium remain the property of Revenue. However, except as otherwise expressly provided in this Agreement, Partner may retain possession of all such records in accordance with its own electronic information and document retention policies.

****end****

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item:6/9/14 Council Business Item:6/23/14

B. Issue/Topic: **Additional Scope of Work for Consultant Contract**

C. Sponsor(s):

1. Fred Marshall

2. Mike Cassinelli

D. Background (overview of why issue is before council):

1. In December of 2013, the City entered into an agreement with The Watershed Company for the completion of the Shoreline Master Program (SMP) update. Ryan Crater is currently working on the consistency update to the Comprehensive Plan required by the Washington State Growth Management Act. To complete the consistency update to the Comprehensive Plan, the Critical Areas Ordinance must be updated. Ryan has recommended that the city contract with The Watershed Company to complete the Critical Areas Ordinance update since they are already working on the SMP update. The consistency update to the Comprehensive Plan and Critical Areas Ordinance must be completed to obtain compliance with the Washington State Growth Management Act to ensure the City's eligibility for grants and loans.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

The scope of work for the Critical Areas Ordinance update could be added to the existing contract with The Watershed Company. Gayle Bouchard, Long Beach City Planner, has also reviewed the proposed scope and highly recommends the city engage The Watershed Company for the work.

F. Impacts:

1. Fiscal: The addition of the scope for the Critical Areas Ordinance, including Tasks 1 through 3, for a total of \$13,370 will increase the total contract with The Watershed Company to \$93,365. The last city budget update already included an addition of \$5,000 to the planning budget. The anticipated ending balance of the General Fund was projected to end 2014 with a balance of approximately \$175,000. This additional cost will reduce this to approximately \$161,000; however, there is an anticipated increase to sales tax revenue of \$40,000 to \$60,000 as a result of the significant projects in Ilwaco this year that will also impact the final year-end balance.
2. Legal: The city attorney has not yet worked on adding this to the contract.
3. Personnel: Ryan Crater has recommended The Watershed Company be engaged to complete this work.
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1.

I. Time Constraints/Due Dates: A goal of November 2014 has been set to complete the necessary compliance requirements for the Growth Management Act. Beginning the work on the Critical Areas Ordinance update should be started as soon as possible to reach this deadline.

J. Proposed Motion: **I move to authorize the mayor to work with the City Attorney to add the scope of work for the Critical Areas Ordinance update to the existing agreement with The Watershed Company at a cost of \$13,370 for a total contract of \$93,365.**



6 June 2014

Elaine McMillan
City of Ilwaco
PO Box 548
Ilwaco, WA 98624
Via email: treasurer@ilwaco-wa.gov

Re: City of Ilwaco Critical Areas Ordinance Update

Dear Elaine:

Thank you for contacting us regarding assistance with updating the City of Ilwaco critical areas ordinance (CAO). This letter provides a scope and budget for this work, including deliverables and timelines.

The scope of work consists of three tasks. While the first task is technical in nature, the second and third tasks are less technical and could potentially be performed by the City. Accordingly, in order to provide the City with the maximum number of options, we have provided each of the three tasks with a separate budget line item. The City could request that The Watershed Company perform one or more of these tasks.

The Watershed Company's goal for the project would be to update the CAO in accordance with State requirements in a cost-effective manner. To do that we would maximize the use of existing information and take advantage of our role as the consultant for the Shoreline Master Program update, which involves some work with the CAO.

SCOPE OF WORK AND BUDGET

Task 1: CAO Gap Analysis\$4,990.00

- a) *Background information review.* Pertinent existing maps, inventories, reports and other information from the City and other sources will be obtained and reviewed.
- b) *Review existing regulations.* The City's existing CAO will be reviewed to check for known deficiencies ("gaps") in meeting State requirements.

- c) *Prepare Gap Analysis Report.* A report of gap analysis findings will be prepared, specifically noting where modifications to the CAO should occur. Where there are gaps, the report will provide recommendations for filling the gaps, and provide scientific support for the recommendation (utilizing scientific literature, BAS reports for other cities in the region, and other sources as necessary), following the hierarchy of approved BAS listed in WAC 365-195. One potential meeting (not included in the Task 1 budget—see Task 3) with the project advisory body may be held to review and discuss the findings of the Gap Analysis Report.

Deliverables & Timeline

1. Gap Analysis Report—one month from Notice to Proceed.

Potential Public Meetings (not included in the Task 1 budget—see Task 3)

1. One meeting with project advisory body to review and discuss the findings of Gap Analysis Report.

Task 2: Revise Critical Areas Ordinance.....\$7,210.00

- a) *Prepare Preliminary Draft CAO.* Using the Gap Analysis Report completed in Task 1, a complete Preliminary Draft CAO will be prepared. The Preliminary Draft CAO will be submitted to the City for review and comment. One potential meeting (see Task 3) with the project advisory body may be held to review and discuss the Preliminary Draft CAO.
- b) *Prepare Draft CAO.* Following the receipt of City comments on the Preliminary Draft CAO, we will prepare a Draft CAO. The Draft CAO will be submitted to the City for review and comment. One potential meeting (see Task 3) with the project advisory body may be held to review and discuss the Draft CAO.
- c) *Prepare Final CAO.* Following the receipt of City comments on the Draft CAO, we will prepare a Final CAO for local adoption. Up to two potential meetings (see Task 3) may be held in association with the local adoption process.

Deliverables & Timeline

1. Preliminary Draft CAO— One month from completion of Task 1 (including any meetings)
2. Draft CAO—Up to three weeks from completion of Task 2a (including any meetings)
3. Final CAO—Up to three weeks from completion of Task 2b (including any meetings)

Potential Public Meetings (not included in Task 1 budget—see Task 3)

1. One meeting with project advisory body to review and discuss the findings of Preliminary Draft CAO.
2. One meeting with project advisory body to review and discuss the findings of Draft CAO.
3. Up to two potential meetings in association with the local adoption process.

Task 3: Public Meetings\$1,170.00 per meeting

Potential public meetings have been identified in Tasks 1 and 2. These meetings have been identified as potential as there are multiple approaches to the public process, including the potential for City staff to handle some or all of the public meetings related to the CAO update. We expect to refine the public process for the CAO update in consultation with the City.

Under this scope, public meetings will be attended, as requested. This scope assumes that City staff will lead the meetings, and that the consultant team will be available to make presentations and answer questions.

Deliverables & Timeline

1. Attendance at public meetings, as requested.

Our proposed project manager is Mark Daniel. We invoice monthly on a time and materials basis with a not-to-exceed figure. Hourly rates for key staff likely assigned to this project are as follows:

Dan Nickel, Principal/Environmental Engineer	\$150/hour
Nell Lund, Ecologist	\$100/hour
Mark Daniel, Associate Planner	\$90/hour

Please call if you have any questions or if we can provide you with any additional information.

Sincerely,



Dan Nickel
Principal, Environmental Engineer

Elaine McMillan

From: Mark Daniel [mdaniel@watershedco.com]
Sent: Friday, June 06, 2014 4:12 PM
To: Elaine McMillan
Subject: RE: Critical Area Ordinance
Attachments: Ilwaco CAO Update 060614.pdf

Hi Elaine,

Please find attached a revised proposal for the CAO update. Please let me know if it will meet your needs or if you have any questions.

Yes, I expect we can make it a change order to our existing agreement. We could produce separate invoices to help keep it separate from the SMP project, which should help keep things clear for Ecology.

Have a great weekend!

Mark

MARK DANIEL, AICP
Associate Planner
(425) 822-5242 x213

THE WATERSHED COMPANY
watershedco.com

From: Elaine McMillan [<mailto:treasurer@ilwaco-wa.gov>]
Sent: Thursday, June 05, 2014 11:19 AM
To: Mark Daniel
Subject: Critical Area Ordinance

Mark –

Ryan provided me an estimate for the Watershed Company to write our critical area ordinance. Is there any way we could add a timeline and outline of what we will get? I am going to take your estimate to the council meeting. I would hope this could be a change order to our existing agreement?

Elaine McMillan
Treasurer
City of Ilwaco
P.O. Box 548
Ilwaco, WA 98624
Ph: 360-642-3145
Email: treasurer@ilwaco-wa.gov

Elaine McMillan

From: Ryan Crater [rcrater@columbiaestuary.org]
Sent: Tuesday, June 03, 2014 4:51 PM
To: treasurer@ilwaco-wa.gov
Cc: mayor@ilwaco-wa.gov
Subject: Comp Plan Update
Attachments: Ilwaco CAO Update.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Hey Elaine and Mike,

During this update process for the Comp Plan and Development regulations we will also need to update the Critical Area regulations. I confirmed this with Matt at Commerce. I do think that both the Comp Plan and Dev Regs can be updated by the end of this year on CREST's end, but the Critical Area regs are another completely separate task and will also need to be completed and finalized prior to Ilwaco being considered in compliance. This is something CREST can do for the city, but in light of the tight deadline...it may be a good idea to have the Watershed Company provide some assistance on this...which would allow both updates to progress forward in tandem. I would hate to take a stab at it myself and compromise getting the project done on time, which wouldn't be good for the city overall.

I have asked Mark at the watershed company to provide a scope of work to complete the Critical Area regulation update for Ilwaco, which is attached for your review. As you know...Mark at the Watershed Company is working on the city SMP update. Part of that update will include updated Critical Area regulations for shoreline jurisdictional areas. To me it makes sense that the City look at them to take on the task of updating the Critical Area regs outside of SMP jurisdiction as there is some cost saving benefits between the Critical Area component of the SMP and the Critical Area regs outside of shoreline jurisdiction. My hope would be to be able to develop Critical Area regs that can be adopted by reference in the SMP similar to Long Beaches approach and other jurisdictions. We would need to talk with Mark more about this.

In addition to the approval process at Commerce for Critical Area regs...Ecology would also be involved in the approval process, so this update will have a bit more scrutiny tied to it.

I would like you to think about this and consider how you would like to proceed forward. We can schedule a meeting with Mark and discuss this further.

Another option is taking the City of Long Beaches Critical Area regs and tweaking them for Ilwaco, but this would still require more detailed work and wouldn't be as easy as changing the language. Ilwaco does have a bit more critical area issues than Long Beach such as Geological Hazards. Some portions of their regs can be used such as the aquifer section and others, but still...we need to back up the Critical Area regs up with Best Available Science (BAS). This process can be cumbersome at difficult getting Ecology's approval.

I just want to make sure this project gets completed as fast as possible for the city and I think the above options need to be considered to help meet the projected completion date within the year. ☺

Regards,

Ryan E. Crater

Coastal Planner
Columbia River Estuary Study Taskforce
Office (503) 325-0435 ext. 213

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: 5/27/14 Public Hearing:
Council Discussion Item: 5/27, 6/9 Council Business Item: 6/23/14

B. Issue/Topic: City Center Reservoir

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

At the completion of this project, it was brought to the City's attention that there had been a miscalculation during the survey performed by G&O. This does not prevent the new reservoir from reaching its capacity, but it does limit the existing reservoir. The Council was made aware of this and G&O has presented three options to correct this error. These are all explained in detail in the letter attached from Nancy Lockett.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. The first option presented by G&O would be to install an altitude valve. This would allow the steel reservoir to reach its capacity while not causing the other to overflow.
2. Another option would be to increase the maximum operating level elevation.
3. The last option and the recommended course of action would be to raise the glass-fused reservoir overflow elevation.
4. Nancy also mentioned that she would be willing to also include the specs to paint the steel reservoir.

F. Impacts:

1. Fiscal:
2. Legal: The City's attorney is aware of the current situation.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to authorize the Mayor to execute an agreement for the recommendation by Gray & Osborne to install a 10-inch extension to the overflow riser in the glass-fused reservoir.**



May 21, 2014

Mayor Mike Cassinelli
City of Ilwaco
P.O. Box 548
Ilwaco, Washington 98624

SUBJECT: 500,000-GALLON RESERVOIR PROJECT
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON
G&O #12460.00

Dear Mayor Cassinelli:

As you are aware, we had a bust in our survey and the overflow of the new reservoir is approximately 3 feet lower than planned. This does not prevent the new reservoir (identified as the glass-fused reservoir in this letter) from reaching the full nominal storage capacity of 500,000 gallon but it does prevent the existing steel reservoir (identified as the steel reservoir in this letter) from reaching its full nominal storage capacity of 500,000 gallons.

When both reservoirs are operating the two reservoirs operate in series. Incoming water from the Stringtown Booster Station is directed to the glass-fused reservoir. Water from the glass-fused reservoir flows into the steel reservoir and then into the City's distribution system. In order for the reservoirs to operate in series the maximum operating water level of the two reservoirs must be the same and the reservoir levels rise and fall in tandem. The reservoirs were designed to operate in series to ensure turnover of the water in each tank.

The maximum water elevation in the two reservoirs operating in series is dictated by the overflow elevation of the glass-fused reservoir. Currently the overflow elevation is 157.25 feet and the maximum water level is set at 156.50 feet, 0.75 feet below the overflow elevation. The total storage volume available in both reservoirs is 946,639 gallons (505,505 gallons in the glass-fused reservoir and 444,134 gallons in the steel reservoir). The minimum operating level, the level that signals the Stringtown Booster Station to run and the elevation used to determine system pressure, is currently set at 155.50 feet. This is 2 feet lower than the previous minimum operating level in the steel reservoir which results in a decrease in system pressure of approximately 0.87 psi.

If the steel reservoir is operated independently, as may occur during routine cleaning of the glass-fused reservoir, the water level in the steel reservoir could be maximized by raising the maximum water level to an elevation closer to the overflow elevation in that tank.

We have evaluated three alternatives for increasing the total storage volume and system pressure available in the two tanks as described below.



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1. Install Altitude Valve

An altitude valve is used to control the water level in a reservoir by restricting inflow into the reservoir. The goal of using an altitude valve in this case is to allow the steel reservoir to fill to its nominal capacity of 500,000 gallons while not causing the glass-fused reservoir to overflow. If this were able to be accomplished, the total storage capacity available would be approximately 1 million gallons. In the current piping configuration an altitude valve could be installed on the glass-fused reservoir influent line. Check valves would need to be installed in the glass-fused reservoir bypass line and the discharge line from the glass-fused reservoir. The normally closed valve on the glass-fused reservoir bypass line would be opened to allow inflow from the Stringtown Booster Station to fill either reservoir. When the maximum operating level in the glass-fused reservoir was reached the altitude valve on the influent line to the glass-fused reservoir would close and all incoming water would be directed to the steel reservoir. In order to ensure turnover of water in the glass-fused reservoir the minimum operating level, the difference between the maximum operating level and the level that calls the Stringtown Booster Station to run, would need to be set low enough to ensure that several feet of water is drawn out of the glass-fused reservoir before the booster pump is called to fill the reservoirs. Assuming the minimum operating level is set 2 feet below the glass-fused reservoir maximum operating level of 156.5 feet the decrease in system pressure would be approximately 1.2 psi.

Installation of an altitude valve would increase total storage volume to 1 million gallons but would decrease system pressure further than currently experienced.

2. Increase Maximum Operating Level Elevation

Currently, the maximum operating level elevation is set 0.75 feet below the glass-fused reservoir overflow elevation and the operating range, difference between maximum and minimum operating level, is one foot. If the maximum operating level elevation was set 0.5 feet below the glass-fused reservoir overflow and 1 foot of operating range was maintained the total storage volume would be 959,540 gallons and the system pressure decrease would be approximately 0.75 psi.

3. Raise Glass-Fused Reservoir Overflow Elevation

The manufacturer of the glass-fused reservoir has determined that the overflow elevation could be safely raised 10 inches. Two operating scenarios under this alternative were evaluated.

- a. Maximum operating level set 0.75 feet below the new overflow elevation of 158.08 feet. Maintain the operating range at 1 foot. Total storage volume available is 989,470 gallons and the system pressure decrease would be approximately 0.51 psi.



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- b. Maximum operating level set 0.5 feet below the new overflow elevation of 158.08 feet. Maintain the operating range at 1 ft. Total storage volume available is 1,002,371 gallons and the system pressure decrease would be approximately 0.4 psi.

The following table summarizes the operating parameters associated with the alternatives presented above.

TABLE 1
Comparison of Storage Volume and System Pressure

Alternative	Overflow Elevation (feet)	Glass-Fused Reservoir Maximum Operating Level (feet)	Steel Reservoir Maximum Operating Level (feet)	Glass-Fused Reservoir Volume (gallons)	Steel Reservoir Volume (gallons)	Total Volume (gallons)	PSI Differential (Pre-2014 to Current)
Current Operation (Max. Operating Level 0.75 feet below overflow)	157.25	156.50	156.50	502,505	444,133	946,638	-0.87
Increase Max. Operating Level to 0.5 feet below overflow	157.25	156.75	156.75	510,119	449,421	959,539	-0.76
Install Altitude Valve	160.50 ⁽¹⁾	156.75	159.50	510,119	507,581	1,017,700	-1.19
Increase Overflow Elevation 10 inch, Max Operating Level 0.75 feet below overflow	158.08	157.33	157.33	527,783	461,687	989,470	-0.51
Increase Overflow Elevation 10 inch, Max. Operating Level 0.5 feet below overflow	158.08	157.58	157.58	535,396	466,974	1,002,371	-0.40

(1) Overflow elevation of steel reservoir.

Water system modeling assumptions included in the City's 2010 *Water System Plan* are conservative enough that the assumptions included in the 2010 *Water System Plan* are not affected by this change.

The alternative to increase the overflow elevation of the glass-fused reservoir and set the maximum operating level at 0.5 feet below the overflow elevation provides total storage



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volume in excess of 1 million gallons and minimizes the pressure differential at the minimum operating level.

The City is not limited by the total storage volume available in the City Center Zone. Table 3-14, 2011 2010 *Water System Plan*, identifies that 614,241 gallons of storage is required in the City Center zone in 2030. The City had adequate capacity even with the 260,000 gallon wood reservoir. However, since the reservoir was in need of replacement it was determined that it was prudent to replace it with a 500,000-gallon reservoir to provide a higher level of system redundancy. At this time, the City will have between 332,000 gallons and 388,000 gallons of excess storage if both reservoirs are in operation depending on which of the alternatives discussed above is chosen. In the event that one reservoir is offline excess capacity from the Discovery Heights Reservoir can be directed to the City Center if necessary.

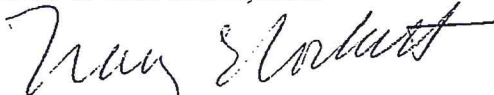
Additionally, we checked the 2011 AWWA Standard for Welded Steel Tanks and the current seismic design criteria to determine the freeboard height that would be included in the design if the steel reservoir were designed under the new standards. The new seismic standards would indicate that 6.7 feet of freeboard should be provided between the water surface and the roof to minimize potential damage to the roof due to a sloshing wave. The previous operating level of the steel tank allowed 4 feet of freeboard between the normal operating level and the roof. Currently the freeboard available in the steel tank is 7 feet. If an altitude valve were installed the freeboard available in the steel tank would be 4 feet and if the glass-fused tank overflow is raised 10 inches and the maximum operating level is set at 157.58 feet the available freeboard in the steel tank would be 5.92 feet.

We recommend that the City allow Gray & Osborne to install a 10-inch extension to the overflow riser in the glass-fused reservoir. The total storage volume available in the City Center zone will be in excess of 1 million gallons and the potential differential in system pressure will be minimized.

Please let me know how you would like us to proceed.

Sincerely,

GRAY & OSBORNE, INC.



Nancy E. Lockett, P.E.

NEL/sc
Encl.

cc: Ms. Teresa Walker, P.E., Washington State Department of Health, SW Drinking Water Operations

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:6/9 & 6/23 Council Business Item:

B. Issue/Topic: Pursuit of New Agreement with Seaview Sewer District

C. Sponsor(s):

1. Mike Cassinelli

D. Background (overview of why issue is before council):

Since 1963, the City of Ilwaco has had an agreement with Seaview Sewer District for the construction of facilities and treatment of sewage. The original agreement was replaced in 1972 and then again in 1996. In the past, there has been significant work to replace the 1996 agreement that did not have a positive outcome. The City has continued to encourage the development of a new agreement. Recently, Steve DiJulio, an attorney with Foster Pepper LLC that has advised the city on issues with the District, has recommended that the City and District pursue the development of a new entity under RCW 39.106. He contacted Seaview Sewer District attorney, Doug Goelz, who is in favor of the idea. Mayor Cassinelli, Seaview Sewer District Chair Brett Malin, and Doug Goelz recently met to discuss the idea. Steve DiJulio has been asked to give an idea of the expected cost to form the new entity and the next steps. As a sample, Steve has provided the City with copies of the agreements for the Discovery Clean Water Alliance that document the formation of an entity to provide wastewater treatment to the Clark County Wastewater District, City of Ridgefield, and City of Battle Ground.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

In the past, the Seaview Sewer District has seemed reluctant to negotiate a new agreement. Recently, the District has expressed their interest in forming a new entity that would own the wastewater plant and take over the debt associated with it. The new entity could be governed by a board with one District commissioner, one City Councilmember and a third to-be-determined member. The plant operators would work for the new entity. Utility billing could still be done by the City and District separately. The City and District would still be responsible for their own collection systems. Terms of the entity formation would need to be negotiated. The benefits of creating the new entity would include a new, clearer operating agreement resulting in fewer legal fees related to interpreting the contract and a “fresh start” for the relationship between the City and District. Both entities have spent significant amounts over the years in time and legal fees trying to interpret the existing contract. While the existing contract calls for an advisory committee comprised of the City and District, the new entity would be have a board represented by both entities to make decisions.

Steve DiJulio has explained that sometimes blowing up the prior relationship and starting over is sometimes necessary to resolve disputes. He recently worked with two emergency

medical services to form a new entity with legal expenses near \$25,000. He estimated that the Discovery Clean Water Alliance, which is comprised of four municipalities, resulted in approximately \$80,000 to \$90,000 in legal expenses. Based on these examples, he would expect the new entity for the City and District to cost: approximately \$50,000 to \$60,000 in legal expenses. He recommends that the City and District work with their engineers to negotiate the terms that he will need to address in the documents. He suggests using the Table of Contents of the Discovery Clean Water Alliance Interlocal Formation Agreement as a guide for the terms that will need to be determined.

A proposed joint meeting between the Ilwaco City Council and Seaview Sewer District has been proposed for August.

F. Impacts:

1. Fiscal: While the cost to form the new entity is anticipated to be significant, the legal costs that have already been incurred to resolve issues due to the current contract have also been significant and would most likely continue if a new agreement is not reached.
2. Legal: Steve DiJulio could be engaged to draft the agreement.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates:

J. Proposed Motion: No motion at this time.

Chapter 39.106 RCW

JOINT MUNICIPAL UTILITY SERVICES

RCW Sections

- 39.106.010 Short title -- Purpose -- Intent -- 2011 c 258.
- 39.106.020 Definitions.
- 39.106.030 Formation of authorities -- Characteristics -- Substantive powers.
- 39.106.040 Corporate powers of authorities.
- 39.106.050 Elements of joint municipal utility services agreements.
- 39.106.060 Authority of members to assist authority and to transfer funds, property, and other assets.
- 39.106.070 Tax exemptions and preferences.
- 39.106.080 Conversion of existing entities into authorities.
- 39.106.090 Powers conferred by chapter are supplemental.

39.106.010

Short title — Purpose — Intent — 2011 c 258.

(1) Chapter 258, Laws of 2011 shall be known as the joint municipal utility services act.

(2) It is the purpose of chapter 258, Laws of 2011 to improve the ability of local government utilities to plan, finance, construct, acquire, maintain, operate, and provide facilities and utility services to the public, and to reduce costs and improve the benefits, efficiency, and quality of utility services.

(3) Chapter 258, Laws of 2011 is intended to facilitate joint municipal utility services and is not intended to expand the types of services provided by local governments or their utilities. Further, nothing in chapter 258, Laws of 2011 is intended to alter the regulatory powers of cities, counties, or other local governments or state agencies that exercise such powers. Further, nothing in chapter 258, Laws of 2011 may be construed to alter the underlying authority of the units of local government that enter into agreements under chapter 258, Laws of 2011 or to diminish in any way the authority of local governments to enter into agreements under chapter

39.34 RCW or other applicable law.

[2011 c 258 § 1.]

39.106.020

Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Agreement" means a joint municipal utility services agreement, among members, that forms an authority, as more fully described in this chapter.

(2) "Authority" means a joint municipal utility services authority formed under this chapter.

(3) "Board of directors" or "board" means the board of directors of an authority.

(4) "Member" means a city, town, county, water-sewer district, public utility district, other special purpose district, municipal corporation, or other unit of local government of this or another state that provides utility services, and any Indian tribe recognized as such by the United States government, that is a party to an agreement forming an authority.

(5) "Utility services," for purposes of this chapter, means any or all of the following functions: The provision of retail or wholesale water supply and water conservation services; the provision of wastewater, sewage, or septage collection, handling, treatment, transmission, or disposal services; the provision of point and nonpoint water pollution monitoring programs; the provision for the generation, production, storage, distribution, use, or management of reclaimed water; and the management and handling of storm water, surface water, drainage, and flood waters.

[2011 c 258 § 2.]

39.106.030

Formation of authorities — Characteristics — Substantive powers.

(1) An authority may be formed by two or more members pursuant to this chapter by execution of a joint municipal utility services agreement that materially complies with the requirements of RCW

39.106.050. Except as otherwise provided in RCW 39.106.080, at the time of execution of an agreement each member must be providing the type of utility service or services that will be provided by the authority. The agreement must be approved by the legislative authority of each of the members. The agreement must be filed with the Washington state secretary of state, who must provide a certificate of filing with respect to any authority. An authority shall be deemed to have been formed as of the date of that filing. The formation and activities of an authority, and the admission or withdrawal of members, are not subject to review by any boundary review board. Any amendments to an agreement must be filed with the Washington state secretary of state, and will become effective on the date of filing.

(2) An authority is a municipal corporation. Subject to RCW 39.106.040(3), the provisions of a joint municipal utility services agreement, and any limitations imposed pursuant to RCW 39.106.050: (a) An authority may perform or provide any or all of the utility service or services that all of its members, other than tribal government members, perform or provide under applicable law; and (b) in performing or providing those utility services, an authority may exercise any or all of the powers described in RCW 39.106.040(1).

(3) An authority shall be entitled to all the immunities and exemptions that are available to local governmental entities under applicable law, including without limitation the provisions of chapter 4.96 RCW. Notwithstanding this subsection (3), if all of an authority's members are the same type of Washington local government entity, then the immunities and exemptions available to that type of entity shall govern.

(4) Nothing in this chapter shall diminish a member's powers in connection with its provision or management of utility services, or its taxing power with respect to those services, nor does this chapter diminish in any way the authority of local governments to enter into agreements under chapter 39.34 RCW or other applicable law.

(5) Nothing in this chapter shall impair or diminish a valid water right, including rights established under state law and rights established under federal law.

[2011 c 258 § 3.]

39.106.040**Corporate powers of authorities.**

(1) For the purpose of performing or providing utility services, and subject to subsection (3) of this section and RCW

39.106.050, an authority has and is entitled to exercise the following powers:

- (a) To sue and be sued, complain and defend, in its corporate name;
- (b) To have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced;
- (c) To purchase, take, receive, take by lease, condemn, receive by grant, or otherwise acquire, and to own, hold, improve, use, operate, maintain, add to, extend, and fully control the use of and otherwise deal in and with, real or personal property or property rights, including without limitation water and water rights, or other assets, or any interest therein, wherever situated;
- (d) To sell, convey, lease out, exchange, transfer, surplus, and otherwise dispose of all or any part of its property and assets;
- (e) To incur liabilities for any of its utility services purposes, to borrow money at such rates of interest as the authority may determine, to issue its bonds, notes, and other obligations, and to pledge any or all of its revenues to the repayment of bonds, notes, and other obligations;
- (f) To enter into contracts for any of its utility services purposes with any individual or entity, both public and private, and to enter into intergovernmental agreements with its members and with other public agencies;
- (g) To be eligible to apply for and to receive state, federal, and private grants, loans, and assistance that any of its members are eligible to receive in connection with the development, design, acquisition, construction, maintenance, and/or operation of facilities and programs for utility services;
- (h) To adopt and alter rules, policies, and guidelines, not inconsistent with this chapter or with other laws of this state, for the administration and regulation of the affairs and assets of the authority;
- (i) To obtain insurance, to self-insure, and to participate in pool insurance programs;
- (j) To indemnify any officer, director, employee, volunteer, or former officer, employee, or volunteer, or any member, for acts, errors, or omissions performed in the exercise of their duties in the manner approved by the board;
- (k) To employ such persons, as public employees, that the board determines are needed to carry out the authority's purposes and to fix wages, salaries, and benefits, and to establish any bond requirements for those employees;
- (l) To provide for and pay pensions and participate in pension plans and other benefit plans for any

or all of its officers or employees, as public employees;

(m) To determine and impose fees, rates, and charges for its utility services;

(n) Subject to RCW 39.106.050(20), to have a lien for delinquent and unpaid rates and charges for retail connections and retail utility service to the public, together with recording fees and penalties (not exceeding eight percent) determined by the board, including interest (at a rate determined by the board) on such rates, charges, fees, and penalties, against the premises to which such service has been furnished or is available, which lien shall be superior to all other liens and encumbrances except general taxes and local and special assessments;

(o) To make expenditures to promote and advertise its programs, educate its members, customers, and the general public, and provide and support conservation and other practices in connection with providing utility services;

(p) With the consent of the member within whose geographic boundaries an authority is so acting, to compel all property owners within an area served by a wastewater collection system owned or operated by an authority to connect their private drain and sewer systems with that system, or to participate in and follow the requirements of an inspection and maintenance program for on-site systems, and to pay associated rates and charges, under such terms and conditions, and such penalties, as the board shall prescribe by resolution;

(q) With the consent of the member within whose geographic or service area boundaries an authority is so acting, to create local improvement districts or utility local improvement districts, to impose and collect assessments and to issue bonds and notes, all consistent with the statutes governing local improvement districts or utility local improvement districts applicable to the member that has provided such consent. Notwithstanding this subsection (1)(q), the guaranty fund provisions of chapter 35.54 RCW shall not apply to a local improvement district created by an authority;

(r) To receive contributions or other transfers of real and personal property and property rights, money, other assets, and franchise rights, wherever situated, from its members or from any other person;

(s) To prepare and submit plans relating to utility services on behalf of itself or its members;

(t) To terminate its operations, wind up its affairs, dissolve, and provide for the handling and distribution of its assets and liabilities in a manner consistent with the applicable agreement;

(u) To transfer its assets, rights, obligations, and liabilities to a successor entity, including without limitation a successor authority or municipal corporation;

(v) Subject to subsection (3) of this section, RCW 39.106.050, and applicable law, to have and exercise any other corporate powers capable of being exercised by any of its members in providing utility services.

(2) An authority, as a municipal corporation, is subject to the public records act (chapter 42.56 RCW), the open public meetings act (chapter 42.30 RCW), and the code of ethics for municipal officers (chapter 42.23 RCW), and an authority is subject to audit by the state auditor under chapter 43.09 RCW.

(3) In the exercise of its powers in connection with performing or providing utility services, an authority is subject to the following:

(a) An authority has no power to levy taxes.

(b) An authority has the power of eminent domain as necessary to perform or provide utility services, but only if all of its members, other than tribal government members, have powers of eminent domain. Further, an authority may exercise the power of eminent domain only pursuant to the provisions of Washington law, in the manner and subject to the statutory limitations applicable to one or more of its Washington local government members. If all of its members are the same type of Washington governmental entity, then the statute governing the exercise of eminent domain by that type of entity shall govern. An authority may not exercise the power of eminent domain with respect to property owned by a city, town, county, special purpose district, authority, or other unit of local government, but may acquire or use such property under mutually agreed upon terms and conditions.

(c) An authority may pledge its revenues in connection with its obligations, and may acquire property or property rights through and subject to the terms of a conditional sales contract, a real estate contract, or a financing contract under chapter 39.94 RCW, or other federal or state financing program. However, an authority must not in any other manner mortgage or provide security interests in its real or personal property or property rights. As a local governmental entity without taxing power, an authority may not issue general obligation bonds. However, an authority may pledge its full faith and credit to the payment of amounts due pursuant to a financing contract under chapter 39.94 RCW or other federal or state financing program.

(d) In order for an authority to provide a particular utility service in a geographical area, one or more of its members must have authority, under applicable law, to provide that utility service in that geographical area.

(e) As a separate municipal corporation, an authority's obligations and liabilities are its own and are not obligations or liabilities of its members except to the extent and in the manner established under the provisions of an agreement or otherwise expressly provided by contract.

(f) Upon its dissolution, after provision is made for an authority's liabilities, remaining assets must be distributed to a successor entity, or to one or more of the members, or to another public body of this state.

[2011 c 258 § 4.]

39.106.050

Elements of joint municipal utility services agreements.

A joint municipal utility services agreement that forms and governs an authority must include the elements described in this section, together with such other provisions an authority's members deem appropriate. However, the failure of an agreement to include each and every one of the elements described in this section shall not render the agreement invalid. An agreement must:

(1) Identify the members, together with conditions upon which additional members that are providing utility services may join the authority, the conditions upon which members may or must withdraw, including provisions for handling of relevant assets and liabilities upon a withdrawal, and the effect of boundary adjustments of the authority and boundary adjustments between or among members;

(2) State the name of the authority;

(3) Describe the utility services that the authority will provide;

(4) Specify how the number of directors of the authority's board will be determined, and how those directors will be appointed. Each director on the board of an authority must be an elected official of a

member. Except as limited by an agreement, an authority's board may exercise the authority's powers;

(5) Describe how votes of the members represented on the authority's board are to be weighted, and set forth any limitations on the exercise of powers of the authority's board, which may include, by way of example, requirements that certain decisions be made by a supermajority of members represented on an authority's board, based on the number of members and/or some other factor or factors, and that certain decisions be ratified by the legislative authorities of the members;

(6) Describe how the agreement is to be amended;

(7) Describe how the authority's rules may be adopted and amended;

(8) Specify the circumstances under which the authority may be dissolved, and how it may terminate its operations, wind up its affairs, and provide for the handling, assumption, and/or distribution of its assets and liabilities;

(9) List any legally authorized substantive or corporate powers that the authority will not exercise;

(10) Specify under which personnel laws the authority will operate, which may be the personnel laws applicable to any one of its Washington local government members;

(11) Specify under which public works and procurement laws the authority will operate, which may be the public works and procurement laws applicable to any one of its Washington local government members;

(12) Consistent with RCW

39.106.040(3)(b), specify under which Washington eminent domain laws any condemnations by the authority will be subject;

(13) Specify how the treasurer of the authority will be appointed, which may be an officer or employee of the authority, the treasurer or chief finance officer of any Washington local government member, or the treasurer of any Washington county in which any member of the authority is located. However, if the total number of utility customers of all of the members of an authority does not exceed two thousand five hundred, the treasurer of an authority must be either the treasurer of any member or the treasurer of a county in which any member of the authority is located;

(14) Specify under which Washington state statute or statutes surplus property of the authority will be disposed;

(15) Describe how the authority's budgets will be prepared and adopted;

(16) Describe how any assets of members that are transferred to or managed by the authority will be accounted for;

(17) Generally describe the financial obligations of members to the authority;

(18) Describe how rates and charges imposed by the authority, if any, will be determined. An agreement may specify a specific Washington state statute applicable to one or all of its members for the purpose of governing rate-setting criteria applicable to retail customers, if any;

(19) Specify the Washington state statute or statutes under which bonds, notes, and other obligations of the authority will be issued for the purpose of performing or providing utility services, which must be a bond issuance statute applicable to one or more of its members other than a tribal member. If all of its members are the same type of Washington governmental entity, then a Washington

state statute or statutes governing the issuance of bonds, notes, and other obligations issued by that type of entity shall govern;

(20) Specify under which Washington state statute or statutes any liens of an authority shall be exercised, which must be statutes applicable to the type or types of utility service for which the lien shall apply. Further, if all of its members are the same type of Washington governmental entity, then the statute or statutes governing that type of entity shall govern;

(21) Include any other provisions deemed necessary and appropriate by the members.

[2011 c 258 § 5.]

39.106.060

Authority of members to assist authority and to transfer funds, property, and other assets.

For the purpose of assisting the authority in providing utility services, the members of an authority are authorized, with or without payment or other consideration and without submitting the matter to the electors of those members, to lease, convey, transfer, assign, or otherwise make available to an authority any money, real or personal property or property rights, other assets including licenses, water rights (subject to applicable law), other property (whether held by a member's utility or by a member's general government), or franchises or rights thereunder.

[2011 c 258 § 6.]

39.106.070

Tax exemptions and preferences.

(1) As a municipal corporation, the property of an authority is exempt from taxation.

(2) An authority is entitled to all of the exemptions from or preferences with respect to taxes that are available to any or all of its members, other than a tribal member, in connection with the provision or management of utility services.

[2011 c 258 § 7.]

39.106.080

Conversion of existing entities into authorities.

(1) Any intergovernmental entity formed under chapter

39.34 RCW or other applicable law may become a joint municipal utility services authority and be entitled to all the powers and privileges available under this chapter, if: (a) The public agencies that are parties to an existing interlocal agreement would otherwise be eligible to form an authority to provide the relevant utility services; (b) the public agencies that are parties to the existing interlocal agreement amend, restate, or replace that interlocal agreement so that it materially complies with the requirements of RCW 39.106.050; (c) the amended, restated, or replacement agreement is filed with the Washington state secretary of state consistent with RCW 39.106.030; and (d) the amended, restated, or

replacement agreement expressly provides that all rights and obligations of the entity formerly existing under chapter 39.34 RCW or other applicable law shall thereafter be the obligations of the new authority created under this chapter. Upon compliance with those requirements, the new authority shall be a successor of the former intergovernmental entity for all purposes, and all rights and obligations of the former entity shall transfer to the new authority. Those obligations shall be treated as having been incurred, entered into, or issued by the new authority, and those obligations shall remain in full force and effect and shall continue to be enforceable in accordance with their terms.

(2) If an interlocal agreement under chapter 39.34 RCW or other applicable law relating to utility services includes among its original participants a city or county that does not itself provide or no longer provides utility services, that city or county may continue as a party to the amended, restated, or replacement agreement and shall be treated as a member for all purposes under this chapter.

[2011 c 258 § 8.]

39.106.090**Powers conferred by chapter are supplemental.**

The powers and authority conferred by this chapter shall be construed as in addition and supplemental to powers or authority conferred by any other law, and nothing contained in this chapter shall be construed as limiting any other powers or authority of any member or any other entity formed under chapter

39.34 RCW or other applicable law.

[2011 c 258 § 9.]

TRANSITION BOARD ENDORSED— 9/4/12

Discovery Clean Water Alliance Interlocal Formation Agreement

_____, 2012

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Discovery Clean Water Alliance Interlocal Formation Agreement

- I. RECITALS: Purpose of Alliance. The purpose of the Discovery Clean Water Alliance is to provide cooperative municipal utility services to its Members in order to assist those Members with a cost-effective mechanism for supporting regional economic development in an environmentally-sound manner, to help manage Member service costs in a financially-transparent manner, to provide reliable and predictable service, and to provide a framework that encourages the participation of all Clark County municipal utilities that protects both regional and jurisdictional autonomy.
- II. DEFINITIONS
- II.A. “Additional Members” mean any municipal corporations, other than Original Members, that provide wastewater services and later join the Alliance pursuant to Section IV.G.
- II.B. “Administrative Lead” means any Member or other entity serving in that capacity, consistent with Sections V.A and V.B. If the Alliance determines to undertake administrative responsibilities itself, using its own staff, then as used in this Agreement the term “Administrative Lead” shall mean the chief executive officer of the Alliance.
- II.C. “Agreement” means this Discovery Clean Water Alliance Interlocal Formation Agreement.
- II.D. “Alliance” means the Discovery Clean Water Alliance.
- II.E. “Alliance Operations Date” means the date on which the Board has determined that (1) Regional Assets have been transferred to or for the benefit of the Alliance, (2) outstanding wastewater obligations have been retired, defeased, or transferred as necessary, (3) the Alliance is undertaking responsibility for providing service under this Agreement, and (4) the Members receiving service from the Alliance become responsible for paying Regional Service Charges. The Alliance Operations Date is expected to be January 1, 2015, unless the Board designates a different date.
- II.F. “Allocated Capacity” means the MMF of wastewater that a Member may discharge into the Regional Assets, as described in Exhibit B and as supplemented or adjusted in a Capital Plan.
- II.G. “Average Annual Flow” or “AAF” means the total flow of wastewater in millions of gallons during any 12 month consecutive period, or any shorter period approved by the Board, divided by the number of days in that period, expressed in MGD.

TRANSITION BOARD ENDORSED– 9/4/12

- II.H. “Battle Ground” means the City of Battle Ground, Washington.
- II.I. “Board” means the Board of Directors of the Alliance.
- II.J. “Bonds” means bonds, notes or other evidences of indebtedness issued by the Alliance or by another entity (*e.g.*, by a Member) on behalf of the Alliance.
- II.K. “Capital Plan” means one or more long-range capital improvement plans for the addition, replacement, or improvement of Regional Assets, and including an identification of Regional Assets and the allocation of transmission and treatment capacity, as they may be supplemented or adjusted from the initial Regional Assets and allocations described in Exhibit B.
- II.L. “Capital Budget” or “Capital Budgets(s)” means one or more capital budgets adopted consistent with Section VI.A.
- II.M. “Clark County” means Clark County, Washington.
- II.N. “CRWWD” means Clark Regional Wastewater District.
- II.O. “Director” means an individual who serves on the Board of the Alliance.
- II.P. “Dual Majority Vote” means a Board vote requiring the affirmative vote of both (1) the Directors representing more than 50% of the Members, and (2) the Directors representing the Members comprising more than 50% of the Treatment Facilities Allocated Capacity for the year in which the vote is taken, as set forth in the then-current Capital Plan.
- II.Q. “Dual Super-Majority Vote” means, except as provided in Section IV.F.3, a Board vote requiring the affirmative vote of both (1) the Directors representing more than 60% of the Members, and (2) the Directors representing the Members comprising more than 60% of the Treatment Facilities Allocated Capacity for the year in which the vote is taken, as set forth in the then-current Capital Plan.
- II.R. “Financial Policies” mean the financial policies attached as Exhibit A and incorporated herein by reference, including such amended or replacement Financial Policies adopted consistent with this Agreement.
- II.S. “Member” (collectively, “Members”) means one or more governmental members of the Alliance, and includes Original Members and Additional Members.
- II.T. “MGD” means million gallons per day, referring to a rate of flow.
- II.U. “Maximum Monthly Flow” or “MMF” means a measure of flow expressed in MGDs and representing the highest average monthly flow, taking into account the total flow of

wastewater discharged into the Regional Assets, measured in millions of gallons for any calendar month divided by the total number of days in that month.

- II.V. “Operating Budget” means the periodic operating budget prepared consistent with Section VI.A.
- II.W. “Operator(s)” means any Member or other entity serving in that capacity, consistent with Sections V.A and V.C. If the Alliance determines to undertake Operator responsibilities itself, using its own staff, then as used in this Agreement the term “Operator” shall mean the chief executive officer of the Alliance.
- II.X. “Original Members” means the governmental entities initially executing this Agreement and forming the Alliance, *i.e.*, Clark County, the Clark Regional Wastewater District, the City of Battle Ground and the City of Ridgefield.
- II.Y. “Pre-Alliance Agreements” means, collectively: (1) the Joint Contract Among Clark County, the City of Battle Ground and Hazel Dell Sewer District for Sewage Treatment, Disposal and Transport Services, dated March 28, 1995; (2) the Contract Between Hazel Dell Sewer District and the City of Battle Ground for Sewage Treatment Capacity and Payment, dated March 28, 1995; and (3) the Interlocal Agreement Concerning Phase IV Sewer Treatment Plant Improvements Between Clark County, the Hazel Dell Sewer District and the City of Battle Ground, dated August 9, 2005.
- II.Z. “Regional Assets” means the assets listed in Exhibit B, attached and incorporated herein by reference, and such additional assets as the Board may later determine to be Regional Assets under Section VII.B.
- II.AA. “Regional Service Charges” means charges for service imposed by the Alliance under Section VI.B.
- II.BB. “Ridgefield” means the City of Ridgefield, Washington.
- II.CC. “Significant Decisions” mean the decisions of the Board listed as such in Section IV.F.
- II.DD. “Transmission Infrastructure” means transmission lines, force mains, interceptors, pump stations and other facilities required to transfer wastewater from a Member’s collection system to a Treatment Facility.
- II.EE. “Treasurer” means the person or entity appointed pursuant to RCW 39.106.050(13) and Section VI.E.
- II.FF. “Treatment Facility” or “Treatment Facilities” means treatment plants, outfalls and other facilities required to treat wastewater.

III. FORMATION

- III.A. Creation of Alliance.** The Discovery Clean Water Alliance is formed under the Joint Municipal Utility Services Authority Act, Chapter 39.106 RCW.
- III.B. Purpose and Powers.** The purpose of the Alliance is to jointly provide regional wastewater transmission and treatment for Alliance’s Members and other contracting municipal wastewater utilities. The Alliance may exercise all powers authorized by Chapter 39.106 RCW, subject to the terms of this Agreement. The Alliance will provide all necessary wastewater Treatment Facilities and services for its Members, together with all necessary Transmission Infrastructure facilities and services for its Members who opt for those services. The Alliance may provide additional utility services as the Members may determine appropriate.
- III.C. Name of Entity.** The name of the joint municipal utility authority formed under this Agreement is the Discovery Clean Water Alliance (the “Alliance”).
- III.D. Membership.** The membership of the Alliance is comprised of Clark County, the Clark Regional Wastewater District, the City of Battle Ground and the City of Ridgefield (collectively, the “Original Members”), together with any other municipal corporations providing wastewater services that later join pursuant to Section IV.G (“Additional Members”).
- III.E. Termination of Existing Agreements.** As of the Alliance Operations Date, the Pre-Alliance Agreements shall be terminated. All existing capacity rights of the Original Members under the terms of the Pre-Alliance Agreements are and will be transferred to each of the Original Members under this Agreement, subject to later adjustments under a future Capital Plan.

IV. ORGANIZATION STRUCTURE AND BOARD POWERS

- IV.A. Board Composition.** The Board of Directors of the Alliance consists of one Director and any alternate Directors appointed by each member. Directors and alternates must be elected officials of the appointing Member. More than one alternate may be appointed to serve on the Board when a Member’s designated Director is unable to participate in a meeting, but only one Director from each Member may actively participate in a Board meeting at any time. The Members may appoint and remove their appointee Directors in such manner as they individually determine.
- IV.B. Board Powers.** The Board shall exercise all policy, oversight and governance powers of the Alliance, and carry out responsibilities specified in this Agreement. The Board shall adopt appropriate rules, including Board rules and operating procedures.

IV.C. Board Officers and Legal Counsel. Board officers will consist of a Chair, Vice-Chair and Secretary, and such other officers as the Board may deem appropriate. Legal counsel to the Alliance, if any, shall report directly to the Board.

IV.D. Board Committees and Advisory Boards. The Board will create such committees and advisory boards as it deems appropriate, including committees to consider finance issues, maintenance and operations matters, and capital planning and infrastructure. Committees and advisory boards may include either Directors or non-Directors, or both.

IV.E. Board Meetings. Notice of Board meetings must conform to the requirements of the Open Public Meetings Act (Chapter 42.30 RCW). Additional requirements regarding notice, preparation and distribution of agendas, minutes and conduct of meetings may be established by resolution or in rules adopted by the Board.

IV.F. Board Voting. Significant Decisions of the Board require either a Dual Majority Vote or a Dual Super-Majority Vote (*i.e.*, a “House & Senate” system).

IV.F.1. “Significant Decisions” requiring a Dual Majority Vote are:

IV.F.1.a. The borrowing of money and the issuance of Bonds by the Alliance or by another entity (*e.g.*, by a Member) on behalf of the Alliance;

IV.F.1.b. A change in the identity of the Administrative Lead and/or Operator(s), whether a change to a different governmental entity or to the Alliance itself, except as otherwise provided in Section V.A;

IV.F.1.c. A change in the ownership of material Regional Assets, *i.e.*, the sale, lease, mortgage or other encumbrance, transfer, or disposal of any part of the Regional Assets that are used, useful or material in the operation of those Regional Assets and the provision of services, but excluding Regional Assets or portions thereof that have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the Regional Assets, or are no longer necessary, material to or useful to the operation of the Regional Assets;

IV.F.1.d. The adoption of an Operating Budget;

IV.F.1.e. The adoption of a Capital Budget; and

IV.F.1.f. The exercise of eminent domain by the Alliance.

IV.F.2. “Significant Decisions” requiring a Dual Super-Majority Vote are:

- IV.F.2.a. Amendments to this Agreement;
 - IV.F.2.b. Amendments to the Financial Policies;
 - IV.F.2.c. The adoption of a Capital Plan and the allocation of costs pursuant to any such Capital Plan, except that upon the request of any Member, the Dual Super-Majority Vote with respect to the portion of the Capital Budget for any discrete Regional Asset will be taken with only the Members served or to be served by that Regional Asset voting based on Allocated Capacity in that Regional Asset, and only their votes being considered in calculating the required 60%-or-more of allocated flow under the Dual Super-Majority Vote;
 - IV.F.2.d. The material allocation or reallocation of treatment or transmission capacity (except that any reallocation that reduces an Original Member's capacity to less than the Allocated Capacity shown in Exhibit B shall require the agreement of that Original Member unless that Original Member is in default as described in Section VI.B.2);
 - IV.F.2.e. The determination of the appropriate payment obligations of a withdrawing Member under Section IV.H;
 - IV.F.2.f. Admissions of new Members (except as provided in Section IV.G); and
 - IV.F.2.g. Termination of this Agreement (see Section IX).
- IV.F.3. If any Member is dissatisfied with a decision of the Board on a decision requiring a Dual Super-Majority vote, that Member may file with the Board Chair within 10 business days of the decision a request to refer the decision to mediation. The mediator shall be selected by the Board and approved by that Member. The mediator shall complete the mediation process within 30 days of the filing of the request, unless the Board and that Member agree to a longer period. If the Member is not satisfied with the outcome of the mediation process, that Member may file with the Board Chair within 10 business days of completion of the mediation process a request for mandatory final binding arbitration. The arbitrator shall be selected by the Board and approved by that Member. The arbitration hearing shall be completed within 45 days of the filing of the request for arbitration, unless the Board and that Member agree to a longer period. The arbitrator may reverse the Board's decision only if the arbitrator determines that Board's action was unlawful, arbitrary or capricious. Costs of mediation and arbitration will be divided equally between the Alliance and the Member requesting that mediation and/or arbitration.

IV.F.4. Except as provided in Sections IV.F.2.d and VII.C, decisions that are not listed as Significant Decisions are made by majority vote of the Directors present and voting.

IV.F.5. A Member may not exercise its voting rights so long as it is in default under Section VI.B.2.

IV.G. Additional Members. The inclusion of each Additional Member requires a Dual Super-Majority Vote. Each Additional Member will be expected to “buy in” to the Alliance by paying for its allocable share of Regional Assets and/or by contributing Regional Assets, in such amounts as will be determined by the Board. However, if a city other than an Original Member assumes service to a portion of a Member water-sewer district that is served by the Regional Assets, and the portion assumed represents (cumulatively) more than five percent of that water-sewer district’s then-current service as measured by Average Annual Flow, the assuming city automatically may become a Member upon its application to do so. A later reduction of Average Annual Flow to less than five percent will not affect that entity’s membership status.

IV.H. Withdrawal of a Member. In order to prevent remaining Members to be left with “stranded costs,” if any Member withdraws it is responsible for the full cost of its withdrawal to the Alliance, including without limitation the payment or provision for payment of its allocable share of capital costs incurred (and Bonds issued) in anticipation of its needs while a Member, consistent with then-current Capital Plans and Capital Budgets. The Board, acting in its reasonable judgment, has the sole power to determine the appropriate payment obligations of a withdrawing Member. The Director representing a Member proposing to leave the Alliance may not vote on the determination of that leaving Member’s payment obligations to the Alliance.

IV.I. Effects of Service Area Adjustments. Upon a service area adjustment, if customers are shifted from one Member to another, the Members’ respective capacities, voting rights (based on Allocated Capacity), and obligations shall automatically adjust accordingly.

IV.J. Public Records. The Alliance will comply with the requirements of the State Public Records Law, Chapter 42.56 RCW.

V. ADMINISTRATION AND OPERATIONS

V.A. Administration and Operations: Allocation of Responsibilities. Alliance staff (if any) and/or a service provider by contract with the Alliance, shall administer and manage the Alliance and the Regional Assets. (A service provider shall be referred to in this Agreement as “Administrative Lead”). Alliance staff (if any) and/or one or more service providers by contract with the Alliance shall operate the Regional Assets (the service providers shall be referred to individually or collectively in this Agreement as “Operator” or “Operators”). CRWWD shall serve as the initial Administrative Lead for at least five

years after the Alliance Operations Date. Clark County shall serve as Operator of the Salmon Creek Wastewater Management System and the Battle Ground Force Main System and Ridgefield shall serve as Operator of the Ridgefield Treatment System (all as described in Exhibit B) for at least five years after the Alliance Operations Date. The initial designation of CRWWD as Administrative Lead and the initial designation of Clark County and Ridgefield as Operators may be adjusted upon the mutual agreement of the Board and the Member serving as Administrative Lead or as an Operator. The Board periodically, and at least every five years after the Alliance Operations Date shall review, and may adjust, Administrative Lead and Operator arrangements. Changes in Administrative Lead or Operator responsibilities shall take effect no sooner than the calendar year beginning at least 12 months after the decision to make the relevant change. In connection with the transfer of Administrative Lead or Operator responsibilities, the Alliance will use its best reasonable effort to provide that either the Alliance or the Member undertaking or contracting for the services provided by the Administrative Lead or Operator will hire each of the employees of the previous Administrative Lead or Operator who had previously performed the relevant services and who requests continued employment in that or a similar capacity.

V.B. Administrative Lead's Responsibilities. Under the Board's direction, and consistent with Board policies, the Administrative Lead will administer and manage the overall affairs of the Alliance, other than operation of the Regional Assets. The Administrative Lead shall have full power and authority to control the hiring and designating of staff and consultants to carry out its administrative and management functions. The Administrative Lead will prepare and oversee preparation of Operating Budgets, Capital Plans, Capital Budgets, and proposed Regional Service Charges (based on the Financial Policies) for the Board's review and approval. The Administrative Lead will administer and manage capital planning and capital improvements, including but not limited to expansion and/or upgrade of existing Regional Assets and acquisition, construction and/or upgrade of new Regional Assets, except that for improvements to existing Regional Assets where the cost of improvements is below a specified amount determined by the Board, an Operator may be charged with responsibility for managing those improvement projects. The Administrative Lead will report regularly to the Board on the administration and management of the Alliance. Neither the Board, nor an individual Board member or a governmental Member other than the Member serving as Administrative Lead, shall direct the Administrative Lead to appoint or remove its staff or consultants, nor shall the Board, an individual Board member or a governmental Member (other than the Administrative Lead) give orders to any employee or consultant working for the Administrative Lead. This restriction does not prohibit the Board, in open session, from fully and freely discussing, with representatives or staff of the Administrative lead, anything pertaining to appointments and removals of staff or consultants. The Administrative Lead will coordinate actively with the Operators.

V.C. Operator's Responsibilities for Day-to-Day Operations. Except as otherwise provided in this Agreement, and consistent with Board policies, the Operators will

operate Regional Assets assigned to them. An Operator shall have full power and authority to control the operation of the Regional Assets for which it is responsible, including but not limited to hiring and designating of staff and consultants, making decisions on the use or application of processes, equipment and facilities and controlling other operating decisions. As part of its operational functions, an Operator will also manage capital improvements to existing Regional Assets it is operating where the cost of those improvements is below a specified amount determined by the Board. Neither the Board, nor an individual Board member or a governmental Member other than the Member serving as Operator, shall direct an Operator to appoint or remove its staff or consultants, nor shall the Board, an individual Board member or a governmental Member (other than the Operator) give orders to any employee or consultant working for the operator. This restriction does not prohibit the Board, in open session, from fully and freely discussing, with representatives or staff of the Operator, anything pertaining to appointments and removals of staff or consultants. The Operators will coordinate actively with the Administrative Lead and report regularly to the Board on the operations for which it is responsible.

- V.D. Applicable Personnel Laws.** An Operator and/or an Administrative Lead shall apply personnel laws to its own employees in carrying out its responsibilities under this Agreement. To the extent that the Alliance directly employs personnel, the personnel laws pertaining to code cities under Chapter 35A.41 shall apply, and if any Member is a code city with a population of more than 20,000, then the provisions of RCW 35A.41.010 shall apply.
- V.E. Public Works and Procurement Laws.** An Operator and/or an Administrative Lead other than the Alliance shall apply the public works and procurement laws applicable to that Operator's and/or Administrative Lead's form of government. If the Alliance is the Administrative Lead and/or the Operator of Regional Assets, in either or both of those capacities the Alliance shall apply the public works and procurement laws applicable to code cities under RCW 35A.40.210 and RCW 35.23.352. Consistent with RCW 35A.40.210, for purchases RCW 35.22.620 shall apply if any Member has a population of 20,000 or more, and otherwise the provisions of RCW 35.23.352 shall apply.
- V.F. Eminent Domain Laws.** The Alliance will apply and exercise the powers of eminent domain under the laws applicable to code cities pursuant to Chapter 8.12 RCW. Notwithstanding the foregoing, if a Member that is an Operator or an Administrative Lead exercises eminent domain with respect to a Regional Asset or proposed Regional Asset, that Operator shall apply the eminent domain laws applicable to that Operator's form of government.
- V.G. Surplus Property.** The Alliance will apply and exercise the powers respecting surplus property under the laws applicable to code cities pursuant to RCW 35A.11.010. Notwithstanding the foregoing, if a Member that is an Operator surpluses property with

respect to a Regional Asset, that Operator shall apply the surplus property laws applicable to that Operator's form of government.

V.H. Regulatory Compliance. The Alliance must operate and maintain Regional Assets consistent with state and federal laws and regulations.

V.I. Indemnification. The Alliance will indemnify the Members, their officers and employees for damages caused by the willful misconduct or negligence of the Alliance, its officers, employees and agents.

V.J. Ethics. The Alliance, its officers and employees (if any) shall be subject to the provisions of Chapter 42.23 RCW.

VI. FINANCE, BUDGET AND REGIONAL SERVICE RATES

VI.A. Operating Budgets, Capital Plans and Capital Budgets. An annual or biennial Operating Budget and periodic Capital Budgets will be prepared by Alliance staff or consultants (or, if there is a separate Administrative Lead, then by the staff of or consultants selected by that entity). Similarly, prior to Board action, comprehensive Capital Plans, including a renewal and replacement fund mechanism, will be periodically prepared by Alliance staff (or, if there is an Administrative Lead, by the staff of that entity in cooperation with staff of any Operator).

VI.B. Regional Service Charges for Regional Services.

VI.B.1. The determination of Regional Service Charges paid by Members shall be consistent with the Financial Policies attached as Exhibit A. Unless determined otherwise by the Board of Directors, a basic principle of the Financial Policies is that each Member's responsibility for Regional Asset operating costs will be based on actual use of regional services during the previous year or years, as measured by Average Annual Flow, and that each Member's responsibility for capital costs will be based on agreed-upon Allocated Capacity as set forth in Exhibit B, as it may be amended from time to time. (By way of illustration, if Clark County does not contribute any flow to the Regional Facilities and does not plan to do so, it will not be responsible for either operating costs or capital costs.) Administrative costs of the Alliance not related directly to the day-to-day operations or capital costs will be determined by Treatment Facilities Allocated Capacity. A Member shall not be responsible for paying Regional Service Charges with respect to Regional Assets that are not used for service to that Member or in which that Member has no Allocated Capacity. Annual or biennial adjustments to Regional Service Charges based on changes in capital and operating requirements, revenues, and other factors, will be proposed by consultants and staff of the Administrative Lead, provided to the appropriate committee or committees for review and comment, and then provided to the Board for its consideration and action.

VI.B.2. The Alliance shall provide each Member with periodic invoices showing the Regional Service Charges payable by that Member for the billing period and the due date. Invoices shall be provided monthly or on other such periodic schedule as determined by the Board, but no more frequently than monthly nor less frequently than once every six months. The Board will determine a due date for all invoices. Payment of any and all invoices shall be due and payable on or before the due date, and shall be made by electronic, ACH, wire transfer or such other means as are agreed to by the Alliance and the Member. If a treasurer, trustee, fiscal agent or escrow agent is appointed in connection with the issuance of Bonds, the Alliance may require, and specify on the invoice, that certain amounts be provided directly to that entity, and the Member shall pay those amounts in the manner and to the entity so specified. If full payment of any invoice is not received on or before the due date, such payment shall be considered past due and a late payment charge shall accrue for each day that the invoice remains unpaid. The late payment charge shall equal the product of the unpaid amount and an interest rate established by the Board, plus an additional penalty established by the Board. Late payment charges shall continue to accumulate until the unpaid amount of the invoice and all late payment charges are paid in full. Further, if an invoice or any portion thereof remains unpaid for more than 60 days after the due date, the relevant Member shall be deemed in default, and the Alliance may pursue any legally available remedy at law or equity for the unpaid amount, including without limitation specific performance and collection of the late payment charge. The Alliance's right to enforce payments in this regard may be assigned to a treasurer, trustee, credit enhancement provider or other entity. If a Member is in default as described in this subsection VI.B.2, that Member shall have no right to vote on any matter before the Board until the default is fully remedied and the other Members are fully reimbursed for payments made in lieu of the defaulting Member.

VI.B.3. If any Member disputes all or any portion of an invoice, it shall notify the Alliance immediately upon receipt. If the Alliance does not concur, the Member shall remit payment of the invoice in full, accompanied by written notice to the Alliance indicating the portions of the invoice that the Member disputes and the reasons for the dispute. The Member and the Alliance shall make a good faith effort to resolve such dispute. If the Member fails to remit payment of the invoice in full pending resolution of the dispute, the Alliance may reduce or suspend the relevant services until the invoice and any late payment charges are paid. Further, the prevailing party in an action relating to the collection of that invoice shall be entitled to reasonable attorney fees and costs. If a Member substantially prevails in challenging Regional Service Charges that have been imposed, it will be repaid any overpayment together with interest computed at the interest rates earned by the State's local government investment pool. Whether a Member "substantially prevails" must be determined through the dispute resolution process, including a determination by a court or arbitrator.

VI.B.4. Upon an event of default as described in subsection VI.B.2 (*i.e.*, if a Member fails to pay an invoice within 60 days after the due date), the other Members that are also served by the Regional Assets providing the service for which Regional Service Charges are unpaid, shall promptly pay the Alliance (in addition to Regional Service Charges otherwise due) the defaulting Member's Regional Service Charges in proportion to those other Members' Allocated Capacity (amongst themselves) of Regional Service Charges for service provided by those relevant Regional Assets. A Member shall not be responsible for paying a share of a defaulting Member's Regional Service Charges if and to the extent that the non-defaulting Member is not served by a Regional Asset that is used for service to the defaulting Member. The payment of a proportionate share of the existing defaulted Regional Service Charges by Members shall not relieve the defaulting Member of its liability for those payments. The Alliance shall have a right of recovery from the defaulting Member on behalf of the Members assuming the defaulting Member's obligations. The Alliance may commence such suits, actions or proceedings at law or in equity, including but not limited to suits for specific performance, as may be necessary or appropriate to enforce the obligations of this Agreement against any defaulting Member. The Alliance's right to enforce payments in this regard may be assigned to a treasurer, trustee, credit enhancement provider or other entity. Amounts recovered by the Alliance as payment of amounts due may be passed through to the Members assuming obligations in proportion to the share that each assumed, either in cash or in credit against future Regional Service Charges, as the Board shall determine. The prevailing party in any such suit, action or proceeding shall be entitled to recover its reasonable attorney fees and costs. To the extent that a Member is in default and its Regional Service Charges are paid by other Members, until the default is fully remedied and the other Members are fully reimbursed for payments made in lieu of the defaulting Member, those other Members shall have a right to the allocated capacity of the defaulting member in proportion to the payments they have made. Nothing in this Section VI.B.4 shall prevent a Member from entering into additional arrangements under which it agrees to provide assistance to another Member with respect to payment obligation under this Agreement.

VI.C. Contract Rates and "Spot Rates." Rates paid by non-Members under a contract with the Alliance will be determined in accordance with the relevant contract. Rates paid by non-Members without a contract will be determined by the Board.

VI.D. Finance and Borrowing. Borrowing for costs of Regional Assets, or for operating costs of the Alliance may be carried out either by the issuance of Bonds by the Alliance itself, or by or through any Member (on behalf of the Alliance or on behalf of that or another Member). The specific approach for any Alliance financing will be determined by the Board, based on the Board's determination of the best approach for producing the lowest interest rates, and other factors the Board deems relevant. The terms of Bonds, including such amounts, maturity dates, interest rates, covenants, debt service

reserve requirements, rate stabilization mechanisms, and other terms and conditions, shall be approved by the Board. Any Member may determine to provide for the payment of its share of capital costs with available cash or by financing those costs independently of the Alliance. For the purpose of assisting the Alliance in financing and providing service through Regional Assets, any Member may, with or without payment or other consideration, loan or transfer funds, or provide credit support, to the Alliance or to another Member.

VI.D.1. For as long as any Bonds are outstanding that are payable from net Alliance revenue (or any portion thereof) are outstanding, the Alliance irrevocably pledges to establish, maintain and collect all Regional Service Charges in amounts sufficient to pay when due the principal of and interest on the Bonds (and, if the Bonds are issued by a Member or entity other than the Alliance, in addition to the foregoing pledge, to pledge to make timely payments to that issuer for the payment of principal of and interest on the Bonds), together with amounts sufficient to satisfy all debt service reserve requirements, debt service coverage requirements, and other covenants with respect to the Bonds.

VI.D.2. Each Member hereby irrevocably covenants that, consistent with the Financial Policies, it shall establish, maintain and collect rates, fees or other charges for wastewater and other services, facilities and commodities related to the services it receives from the Alliance and its own wastewater utility, and maintain reserves it deems appropriate, at levels adequate to provide revenues sufficient to enable the Member to: (a) make the payments required to be made under this Agreement; and (b) pay or provide for payment of all other charges and obligations payable from or constituting a charge or lien upon such revenues. Each Member hereby acknowledges that this covenant may be relied upon by Bond owners, consistent with this Agreement. Each Member shall pay the Regional Service Charges imposed on it whether or not the Regional Assets to be financed through the issuance of Bonds are completed, operable or operating, and notwithstanding the suspension, interruption, interference, reduction or curtailment in the operation of any Regional Assets for any reason whatsoever, in whole or in part. Regional Service Charges shall not be subject to any reduction, whether by offset or otherwise (except consistent with Section VI.B), and shall not be conditioned upon the performance or nonperformance of any Member, or of any entity under this or any other agreement or instrument. If, in connection with the issuance of obligations, any Member establishes a new lien position on revenues relating to its wastewater utility, that Member shall (x) covenant in its bond authorizing document(s) that the amounts to be paid to Alliance as Regional Service Charges shall be treated as part of that Member's internal operation and maintenance costs payable prior to debt service on those obligations; and (y) provide in its bond authorizing document(s) that the Member may, without being required to deposit money into its own bond fund, lease, convey, transfer, assign assets to the Alliance, or otherwise make assets

available to the Alliance, where those assets will serve as Regional Assets to provide service to the Members. If any Member has existing outstanding revenue obligations relating to its wastewater utility, it shall include substantially similar “springing covenants” in the documents relating to any new parity obligations.

VI.D.3. To meet the requirements of United States Securities and Exchange Commission (“SEC”) Rule 15c2-12(b)(5) (the “Rule”) as applicable to participating underwriter for any Bonds and any obligation of each Member as an “Obligated Person” under the Rule, the Alliance and each Member agree to make an appropriate written undertaking, respectively, for the benefit of holders of the Bonds consistent with the requirements of the Rule.

VI.E. Treasurer. The Treasurer shall be appointed from time to time by resolution of the Board, consistent with the provisions of RCW 39.106.050(13).

VI.F. Applicable Lien Laws. If the Alliance provides direct retail services (*i.e.*, not through or on behalf of a Member), the Alliance will apply and exercise the powers of a water-sewer district under RCW 57.08.081 or other applicable water-sewer district law.

VII. ASSETS AND LIABILITIES

VII.A. Ownership of Regional Assets. Initial Regional Assets are listed in Exhibit B. The initial assumption, subject to adjustment or exception in a Capital Plan, is that Member assets that materially serve more than one Member will become Regional Assets. Regional Assets will be transferred to and owned by the Alliance on behalf of and for the benefit of its Members. In order to provide regional services, the Alliance also may, by contract, operate assets owned by any Member or other entity, in conjunction with Regional Assets. In the event that Regional Assets are no longer necessary, material or useful to the Alliance, those assets will be sold, retired and/or distributed as the Board deems appropriate.

VII.B. Acquisition of Regional Assets. The Alliance will receive Regional Assets from its Members. Other Regional Assets may be contributed by Members or new Members who will receive, in exchange, a credit against the capital component of rates. Regional Assets may also be constructed or otherwise acquired by the Alliance. The Board may determine that facilities or other assets constitute Regional Assets, may add them to the list on Exhibit B, and the addition of assets to that list shall not constitute an amendment of this Agreement.

VII.C. Distribution of Assets Upon Dissolution. Regional Assets not subject to disposition pursuant to a contract among Members or a contract with another person or entity, shall, unless the Members unanimously determine otherwise, be distributed based on the original ownership of the Asset by a Member prior to transfer to the Alliance, and then, if the asset was not previously owned by a Member, based on the physical

location of an asset within a Member jurisdiction other than Clark County. Notwithstanding the foregoing, upon dissolution the Salmon Creek Wastewater Management System (*i.e.*, the Regional Assets owned by Clark County at the time of formation) shall not be transferred to Clark County unless Clark County chooses to receive that asset. Instead, the Salmon Creek Wastewater Management System shall become jointly owned by Members on the basis of tenants-in-common, with ownership percentages based on allocated capacity shares as of date of dissolution.

VII.D. Liabilities. The Board may cause the Alliance assume certain liabilities in connection with the receipt of Regional Assets, and may also create or assume liabilities consistent with Section VI.D.

VIII. DISPUTE RESOLUTION

VIII.A. Except as provided in Sections IV.F.3 and VI.B.3, whenever any dispute arises between the Members or between the Members and the Alliance (referred to collectively in this Article as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Article. This provision shall not prevent the parties from engaging in any alternative dispute resolution process of their choosing upon mutual agreement.

VIII.B. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as feasible. The meeting shall include the Chair of the Board and the representative(s) of the Member(s) involved in the disputed matter, such representative(s) to be designated by the Member(s) involved. If the Chair is a Director from a Member involved in the disputed matter, an alternate Director from a Member determined by the Board to be the most neutral Member with respect to the disputed matter, shall participate in the meeting in lieu of the Chair.

VIII.C. If the parties do not come to an agreement on the dispute or concern, any party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

VIII.D. If the parties are unable to reach a mutually agreeable solution as a result of mediation under change to Section VIII.C, the conflict resolution procedures in this Article will be exhausted and the parties may pursue any and all available remedies under applicable law. Nothing in this section shall prevent the parties from agreeing to arbitration, including binding arbitration, if they choose to do so.

IX. TERM AND TERMINATION. Term of agreement is perpetual, and may be terminated by Dual Super-Majority Vote. Termination of the Alliance is subject to rights of owners or

holders of outstanding Bonds and other obligations made or issued by or on behalf of the Alliance.

X. MISCELLANEOUS

X.A. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be in the Superior Court for the State of Washington in Clark County.

X.B. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement except for the rights of owners of Bonds as provided in Section VI.D. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

X.C. Severability. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

X.D. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered in this Agreement. All prior or contemporaneous verbal or written agreements, understandings, representations or practices relative to the foregoing are superseded, revoked and rendered ineffective for any purpose. This Agreement may be altered, amended or revoked only in writing and only subject to Section IV.F. No verbal agreement or implied covenant may be held to vary the terms of this Agreement, any statute, law or custom to the contrary notwithstanding.

X.E. Filing. As provided by RCW 39.106.030, this Agreement shall be filed prior to its entry in force with the Secretary of State.

X.F. Execution. This Agreement may be executed in one or more counterparts.

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TRANSITION BOARD ENDORSED— 9/4/12

CITY OF BATTLE GROUND	CLARK REGIONAL WASTEWATER DISTRICT
By: _____ City Manager	By: _____ General Manager
Date: _____	Date: _____
<i>Attest:</i>	<i>Attest:</i>
By: _____ City Clerk	By: _____ Clerk to the Board
<i>Approved as to Form:</i>	<i>Approved as to Form:</i>
By: _____ Battle Ground City Attorney	By: _____ CRWWD Legal Counsel
CLARK COUNTY	CITY OF RIDGEFIELD
By: _____ County Administrator	By: _____ City Manager
Date: _____	Date: _____
<i>Attest:</i>	<i>Attest:</i>
By: _____ County Clerk of Board	By: _____ City Clerk
<i>Approved as to Form:</i>	<i>Approved as to Form:</i>
By: _____ Clark County Attorney	By: _____ Ridgefield City Attorney

EXHIBIT A**FINANCIAL POLICIES**

RESERVES: Reserve balances are funds that are set aside for a specific project, task, covenant requirement, and/or emergency. These balances are maintained in order to meet short-term cash flow requirements, while at the same time minimizing the risk associated with meeting financial obligations and continued operational needs under adverse conditions.

Policy	Overview	Policy Metric	Cost Allocation Basis
Operating Reserve	The purpose of the Operating Reserve is to maintain financial viability of the utility despite short-term variability in revenues and expenses.	Maintain minimum reserve of 90 days operating costs.	Proportional to share of use of capital assets as measured by Average Annual Flow.
Regional Service Charge Stabilization Reserve	Used to mitigate major year-to-year fluctuations in revenues and expenses. Use of the Regional Service Charge Stabilization Reserve should only occur by direct Alliance Board action based upon unplanned revenue shortfalls or expenditures. Funding of the Regional Service Charge Stabilization Reserve will be budgeted as an expenditure and when used by the Board, will be considered an expenditure for the purpose of debt coverage. Use of the Regional Service Charge Stabilization Reserve funds will, when allowed by the Board, be considered a revenue for purposes of debt coverage.	Maintain minimum reserve of 90 days operating costs.	Proportional to share of use of capital assets as measured by Average Annual Flow.
Debt Service Reserve	Reserves provide protection from financial shortfalls in future debt service requirements that may occur due to changes in market conditions (i.e. lower than anticipated investment returns or slower connection growth), and meet funding and reserve requirements to necessary to acquire low-cost financing in the bond markets, and reserve funds for future capital construction costs.	Maintain one year's debt service on all outstanding debt and loans issued/borrowed by the Alliance for regional capital program and projects.	<p><i>Debt Service Reserve on new capital assets:</i> proportional to Allocated Capacity in those new capital assets.</p> <p><i>Debt Service Reserve on existing capital assets:</i> proportional to Allocated Capacity in those assets being restored and/or replaced.</p>
Restoration and Replacement (R&R) Reserve	The investment level in existing assets to maintain system performance.	Maintain minimum reserve of 2% of original asset value at the time asset(s) placed in service. Additional funding from Regional Service Rates, if necessary, may be collected to meet R&R capital needs for 20 years.	Proportional to Allocated Capacity of the assets being restored and/or replaced.

DEBT: Market debt, non-market debt and loans are all potential funding sources to buy, build or rebuild/replace capital assets by the Alliance. All debt issuances require that debt service coverage ratios be met and compliance with continuing disclosure requirements.

Policy	Overview	Policy Metric	Cost Allocation Basis
Debt Service	Principal and interest repayment on new debt or loans assumed by the Alliance for purchase, construction or restoration/replacement of a capital asset is an obligation to the Members. This repayment is passed on to Members as a component of their Regional Service Charges billed by and paid to the Alliance.	When the Alliance assumes new debt or loans for purchase, construction or restoration/replacement of a capital asset, each Member who elects to: (1) purchase a share of capacity in that new capital asset, or (2) owns capacity in that restored/replaced capital asset, is responsible for their relative share of that debt service or loan repayment, respectively.	<i>Debt on new capital assets:</i> proportional to Allocated Capacity in those new capital assets. <i>Debt on restored/replaced capital assets:</i> proportional to Allocated Capacity in those assets being restored and/or replaced.
Debt Service Coverage Ratio	Describes how much of the annual debt payment is covered by projected Regional Service Charge revenues.	Regional Service Charges shall be maintained at a level necessary to provide annual revenues that satisfy: (1) a debt service coverage ratio of no less than 1.25 times annual debt service on Alliance-issued market debt, and (2) a debt service coverage ratio of no less than 1.00 times debt service and loan payments on all other Alliance non-market debt and loans (e.g. USDA, CERB, PWTF, etc.). Annual net revenues divided by annual debt service.	Debt service coverage ratio tests will be funded by the component of Regional Service Charges to Members who benefit from the corresponding debt issuances for which the tests must meet.
Continuing Disclosure	Provide for the benefit of bondholders annual financial information and notice of material events.	<i>Arbitrage:</i> Alliance should engage an arbitrage consultant to assist the Alliance in meeting IRS arbitrage compliance and reporting requirements when applicable. <i>IRS Bond Post-Issuance Compliance:</i> Alliance should maintain and comply with the IRS checklist of bond post-issuance compliance requirements. <i>Annual Reporting NRMSIR:</i> Alliance will comply with bond covenants regarding the annual undertaking of reporting to the Nationally Recognized Municipal Securities Information Repository (NRMSIR) by electronically filing with the Electronic Municipal Market Access system (EMMA) or its successor.	NA
Debt Policy	Alliance has a debt policy, which is adopted and will be updated periodically.	Compliance with provisions outlined per debt policy.	NA

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REVENUE SUFFICIENCY: The Alliance has ongoing revenue requirements from its Members to pay operating expenses, buy or build capital assets, service debt and maintain reserves. Revenue sufficiency insures that charges will be set at a level to remain a self-sufficient utility.

Policy	Overview	Policy Metric	Cost Allocation Basis
Charge Adoptions	Alliance will establish charges to Members sufficient on an annual basis to meet all utility cash requirements including operating expenses, debt service, charge-funded capital costs and additions to reserves.	Charge modeling will be updated every 2-4 years, with multi-year charge adoptions. Changes in charge levels should be gradual and uniform to the extent costs can be forecast.	Charges will be assessed to Members proportional to Average Annual Flow (operating expenses, operating reserves, regional service charge stabilization reserves), Allocated Capacity (debt service, debt service reserves, R&R reserves on restored/ replaced capital assets), or by some other proportion / method as directed by the Board.
Revenue Pledge (Members)	Provide surety to all Members that each Member will fulfill financial obligations to the Alliance.	Each retail agency pledges to maintain a combination of retail rates and charges sufficient to meet all policy tests and retail and wholesale obligations for collection system, transmission system, treatment system and reserves (operating, capital and debt service costs).	NA

FINANCIAL PLANNING, REGULATORY COMPLIANCE AND INVESTMENTS: Policies which support financial planning, regulatory compliance and investing help promote the financial integrity and stability of the Alliance, and help provide guidance and consistency in decision-making for the Alliances' management and Board.

Policy	Overview	Policy Metric	Cost Allocation Basis
Financial Planning	Adoption of an annual/biennial Alliance budget provides Member agencies assurance of conveyance and treatment costs key to their annual/biennial Member budget, for Regional Service Charges due to the Alliance.	Alliance will prepare an annual/biennial budget that provides a basic understanding of the planned spending for the coming year/biennium. A long-term financial plan for a 10-20 year horizon will be updated every 2-4 years. Single enterprise fund.	NA
Regulatory Compliance	Alliance is to maintain a uniform system of accounts, and maintain accounting practices that follow Generally Accepted Accounting Principles (GAAP). Alliance will comply with the State Auditor's Office (SAO) Budgeting Accounting Reporting Systems (BARS).	Alliance will prepare an annual CAFR (modified accrual basis of accounting) and will be audited by the SAO.	NA
Investment Policy	Alliance has an investment policy which is adopted and will be updated periodically.	Compliance with provisions outlined per investment policy.	NA

SUSTAINABILITY OF INFRASTRUCTURE: In conjunction with establishing or planning its capital program, Alliance will develop a corresponding capital-financing plan that supports execution of that program, and is capable of sustaining long-term capital requirements. The capital program will incorporate system expansion, upgrades and improvements, and system repair and replacement. The intention is to establish an integrated funding strategy.

Policy	Overview	Policy Metric	Cost Allocation Basis
Capital Facilities Planning	Alliance will maintain a capital projects schedule of at least six years in duration, and consistent with the comprehensive long-range plans, using a 20-year planning horizon.	The six-year capital project schedule will be adopted by the Alliance Board, including project description, scheduled year of construction, total estimated costs (including additional operating) and funding source.	NA
Capital Facilities Funding	Capital funding from Members is included in Regional Service Charges, to preserve the Alliance's existing infrastructure. Contributions should fund current construction and engineering costs. Funding level should target replacement cost depreciation expense. Debt funding will be used when it is judged to be appropriate based on the long-term capital needs and the Alliance's ability to repay the indebtedness in light of all sources and uses of cash. The term of the debt should not exceed the reasonable useful life of the asset being acquired or constructed.	A six-year capital funding plan, adopted by the Alliance Board, will be in place that anticipates capital cost requirements and determines the appropriate funding mechanism for those capital needs, either cash funding or debt/loan issuance.	NA

EXHIBIT B**LIST OF INITIAL REGIONAL ASSETS AND INITIAL ALLOCATED CAPACITIES**

System Name	No.	Regional Asset Name	Regional Asset Description	Initial Allocated Capacities(values expressed in MGD of MMF)			
				BG	CRWWD	RF	Total
Salmon Creek Wastewater Management System (SCWMS)	1	Interceptor System Salmon Creek Interceptor	4.6 mile long gravity pipeline located on the south side of the Salmon Creek drainage. The interceptor collects and conveys wastewater from partner agencies to regional pump stations. Pipeline was constructed in segments from the mid to late 1970's (21-42-inch diameter pipe routed from Betts Bridge to 36 Ave).	10.10	28.08	0.00	38.18
	2	Klineline Interceptor	1.8 mile long gravity pipeline located parallel to the Salmon Creek Interceptor. Pipeline was constructed in segments from 2002 to 2006 (48-inch diameter pipe routed from Salmon Creek Ave & NE 127 St to 117 St PS).				
	3	Pump Station (PS) System 36 Avenue PS	Raw sewage PS located at 14014 NW 36 Ave in Vancouver, WA. The station pumps wastewater from the Salmon Creek interceptor to SCTP. Pump station was constructed in mid 1970's and remodeled in 1994 and 2005.	4.47	13.57	0.00	18.04
	4	117 Street PS (aka Klineline PS)	Raw sewage PS located at 1110 NE 117 St in Vancouver, WA. The station pumps wastewater from Salmon Creek and Klineline interceptors to SCTP. Pump station was constructed in 2008.				
	5	Force Mains (FM) System 36 Ave PS FM	24-inch diameter FM routed from 36 Ave PS to SCTP. The FM runs approximately 1.4 miles along the south side of the Salmon Creek and discharges to SCTP. Pipeline was constructed in mid 1970's.	6.30	20.06	0.00	26.36
Salmon Creek Treatment Plant (SCTP) & Outfall	6	117 Street PS FM	30-inch diameter FM routed from 117 St PS to SCTP. The FM runs approximately 4.9 miles along public rights-of-way to the SCTP. Pipeline was constructed in segments from 2004 to 2008.				
	7		Secondary treatment plant originally constructed in the mid 1970s, with four major expansion phases. The plant is located at 15100 NW McCann Rd. in Vancouver, WA. The plant outfall is a 30-inch diameter pipeline routed west of the plant 1.3 miles, terminating in the Columbia River between mile 95 and 96. The discharge location is latitude 45° 43' 58" N, longitude 122° 45' 23" W.	3.47	11.48	0.00	14.95
Ridgefield Treatment System	8	Ridgefield Treatment Plant & Outfall	Secondary treatment plant originally constructed in 1959 with several upgrades since then. The plant is located on West Cook St in Ridgefield. The plant outfall is an 8-inch diameter pipeline routed west of the plant 0.2 miles, terminating in Lake River. The discharge location is latitude 45° 49' 18" N, longitude 122° 45' 09" W.	0.00	0.00	0.70	0.70

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System Name	No.	Regional Asset Name	Regional Asset Description	Initial Allocated Capacities(values expressed in MGD of MMF)			
				Existing Allocated Capacity			Total
				BG	CRWWD	RF	
Battle Ground Force Main System	9	Battle Ground FM (Including odor control system for FM)	9 mile long 16-inch diameter FM with bioxide chemical injection facility routed southwesterly from McClure PS to Kline line interceptor at Salmon Creek Ave. Pipeline was constructed in 1993.	3.44	0.96	0.00	4.40

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:6/23/14 Business Item:

C. Sponsor(s):



NETWORK ADMINISTRATION SUPPORT AGREEMENT

This Network Administration Maintenance Agreement (the "Agreement") is made and entered on September 1, 2014, by and between **City of Ilwaco** ("Client") and **IFOCUS CONSULTING INC** ("Consultant") (collectively referred to as the "Parties").

The Parties agree as follows:

- 1. SERVICES:** Client shall engage Consultant for the maintenance of its corporate information technology local area network and wide area networking environment. Such services to be described in greater detail below (the "Services"):
 - A. Server System Support.** Consultant will provide umbrella coverage for all foreseeable services needed for the operation of the defined server environment. *See Appendix A for information on server systems covered under this agreement.*
 - B. Network Infrastructure Support.** Consultant will provide support for core networking technology systems including switches, firewalls, routers, and modems. Service includes configuration, reinstallation, troubleshooting, firmware upgrades, VPN user management, and user support.
 - C. Backup Services/ Disaster Recovery.** Consultant will provide support for daily server environment backup procedures. A disaster recovery plan will be implemented to allow for file restoration and support. *See Appendix C for extended information on backup service tasks.*
 - D. Desktop Computer Support.** Consultant will provide as-needed support service which includes, but not limited to, system troubleshooting, software support, operating system installation, software fault resolution, virus remediation, malware remediation, network connectivity, internet connectivity, and local resource configuration (including printers, faxes, ect).
 - E. Laptop Computer Support.** Consultant will provide as-needed support service which includes, but is not limited to, system troubleshooting, software support, operating system installation, software fault resolution, virus remediation, malware remediation, network connectivity, internet connectivity, VPN connectivity, remote access services, and local resource configuration.

F. Computer Auditing Services. Consultant will maintain a master outline of all technology assets in the Network environment. Biannual audits will be performed to ensure the integrity of the system, with analysis and recommendations being brought to the Client for review and possible implementation.

2. RESPONSE TIME: For the Services contemplated in this Agreement, Consultant will provide remediation to requested services as outlined:

A. Phone/ Email Support. Includes support for all network users. Upon encountering a computer-related problem, contact will be made to Consultant by calling the support desk or by emailing: helpdesk@ifocus.us
- *SAME DAY RESPONSE TIME*

During business hours: *Monday-Friday / 8:00am – 5:00pm* (503) 338-7443
After hours dedicated support hotline: (888) 262-4911

B. Remote Desktop Support. Our network specialists will provide remote desktop support to resolve issues related to application faults, and software configuration via the iFocus Remote Tool. - *SAME DAY RESPONSE TIME*

C. On Site Service. Our network specialists will provide service calls to resolve urgent or planned network performance issues related to hardware, connectivity, and operating system functionality. Proactive and planned services will be performed based on issue severity.

- **Severity 1:** Unplanned server, or critical application in an error state severely impacting customer production and/or profitability. – *SAME DAY RESPONSE TIME*
- **Severity 2:** Unplanned high-impact problem in which production is proceeding, but in a significantly impaired fashion. – *NEXT DAY RESPONSE TIME*
- **Severity 3:** Unplanned important issue, which does not have significant current productivity impact for the customer. – *TWO DAY RESPONSE TIME*

3. EXCLUSIONS: For the managed care services contemplated in this Agreement, the following are excluded and will require a separate contract: in-depth software or systems training, software programming, installation of new workstations or servers, and installation and configuration of any new enterprise application.

4. **COMPENSATION:** For the Services contemplated in this Agreement, Client will pay Consultant the monthly fees as outlined:

• Managed Server Asset: Server	\$360.00
• Server Backup Services/ Disaster Recovery	included
• Network Infrastructure Support	included
• Remote Support Management Tool	included

Total: \$360.00

Remote Support Services

Support will be charged at the rate of \$105/ hour billed in 15 minute increments for all remote support services performed during business hours.

Onsite Support Services

Support will be charged at the rate of \$105/ hour with a one hour minimum for all onsite services performed during business hours. *A fee of \$52.50 will be charged for one-way travel to the Ilwaco locations.*

After Hours Support Services

Support will be charged at the rate of \$157.50/ hour billed in one hour increments for after hours support services.

5. **TERM:** The original term of this Agreement shall be for **12 months beginning September 1, 2014**. 60 days prior to the end of the term of the contract, the Consultant will present the contract to the client for renewal.
6. **EXPENSES:** Client agrees to reimburse Consultant for all reasonable expenses authorized in advanced by Client and incurred in connection with this Agreement including, but not limited to, server systems, desktop systems, laptops, pocket PCs, uninterruptible power supplies, switches, routers, firewalls, modems, misc hardware and software.
7. **INDEPENDENT CONTRACTOR.** Consultant is an independent contractor and not an employee of the Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of the Client.
8. **CONFIDENTIALITY:** Consultant acknowledges that he/she may have access to Client's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as Client may designate as confidential ("Confidential Information"). Consultant agrees to not disclose to any other person (unless required by law) or use for personal gain any Confidential Information at any time during or after the term of this Agreement, unless Client grants express, written consent of such a disclosure. In addition, Consultant will use his/her best efforts to prevent any such

disclosure. Confidential Information will not include information that is in the public domain, unless such information falls into the public domain through Consultant's unauthorized actions.

9. **OWNERSHIP:** Client hardware and software assets stored within the offices of Client are the property of Client.
10. **HOLD HARMLESS/INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.
11. **NONDISCRIMINATION.** In the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Consultant shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Consultant shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.
12. **SUBCONTRACTING/NONASSIGNMENT.** No portion of this Agreement may be contracted or assigned to any other individual, firm or entity without the express and prior approval of City.
13. **COMPLIANCE WITH LAWS.** Consultant, in the performance of this Agreement, shall comply with all applicable federal, state and local laws, rules and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Consultant specifically agrees to maintain a City of Ilwaco business license and pay any applicable Business and Occupation taxes that may be due on account of this Agreement.
14. **INSURANCE.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall obtain

insurance as follows: 1) Commercial General Liability Insurance, 2) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and 2) Professional Liability insurance appropriate to the Consultant's profession.

15. **TIME ESSENCE.** Time is of the essence of this Agreement.
16. **CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 8 of this Agreement will continue in full force and effect following such termination.
17. **BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
18. **CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.
19. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement invalid or unenforceable, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
21. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and Consultant.
22. **NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

Client:

CITY OF ILWACO
P.O. Box 548
Ilwaco, WA 98624

Consultant:

IFOCUS CONSULTING, INC.
100 39th Street, Suite 201
Astoria, OR 97103

Either party may change such addresses from time to time by providing notice as set forth above.

23. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLIENT:

CONSULTANT:

Signature

Signature

Name (please print)

Chris Womack

Name

Title

President

Title



Appendix A:

Technology assets covered under this agreement

Server Systems

Ilwaco, Washington:	1
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Total:	1
---------------	----------

Appendix B:

Inclusive Managed Care Services

Server Systems:

- ☐ Unresponsiveness
- ☐ Service Failure
- ☐ Loss of network connectivity
- ☐ Security Issues
- ☐ Application Maintenance
- ☐ Anti-Virus Definition Updates
- ☐ Windows security patch installation
- ☐ Service pack installation
- ☐ Disaster recovery *

* Disaster Recovery services included provided that managed server asset is covered by manufacturer's hardware warranty.

Appendix C:

General Server Maintenance

Certain maintenance procedures require more attention than others. The procedures that require the most attention are categorized as daily procedures. We take on these procedures each day to ensure system reliability, availability, performance, and security.

Backups Service. To provide a more secure and fault-tolerant environment, it is imperative that a successful backup be performed each night. The consultant will administer and monitor success of automated backup routines (including up to 2 Gigabytes of online\off-site backup storage). In the event of a server failure, we may be required to perform a restore from a backup.

Monitoring the Event Viewer. The Event Viewer is used to check the System, Security, Application, and other logs on a local or remote system. These logs are an invaluable source of information regarding the enterprise server environment.

Monitoring System Services. Directory Service, DNS Server, Terminal Services, VPN Server, DHCP Server, Windows Update Services

Disk Space Utilization Confirmation.

Antivirus Definitions Updates.

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 6/23/14 Council Business Item:

C. Sponsor(s):

- D. Background (overview of why issue is before council):

- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

- ### F. Impacts:

- G. Planning Commission: ☐ Recommended ☐ N/A ☐ Public Hearing on

H. Staff Comments:

- City Council Agenda Item Briefing
Page 1 of 2

- I. Time Constraints/Due Dates: With the many events coming up at the Port, the Port Manager would like to have the work done as soon as possible.
- J. Proposed Motion: **I move to authorize the mayor to execute the Interlocal Agreement Between the City of Ilwaco and Port of Ilwaco for mowing and streetsweeping services.**

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF ILWACO AND PORT OF ILWACO**

This Agreement made and entered into this _____ day of _____, 2014, by and between the City of Ilwaco, a Washington Municipal Corporation, hereafter referred to as "CITY" and the Port of Ilwaco, a Washington Port District, hereafter referred to as "PORT."

WHEREAS, by the authority granted in RCW 39.34, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, the CITY has equipment and staff to provide street sweeping and mowing services; and

WHEREAS, the PORT does not have the necessary equipment and desires to have those services performed as needed,

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter set forth, it is mutually agreed as follows:

1. CITY will provide equipment and personnel to sweep the Howerton Way parking lot and mow the east bank of PORT property along Baker Bay and airport ditch at such times as are agreed between the parties. In so doing, CITY shall be deemed an independent contractor. CITY shall meet the technical standards of the PORT, but shall retain full control over the manner and means of using the equipment.
2. CITY will charge \$75 per hour for the equipment and operators. The rate may increase by as much as 4% per year for each year this agreement remains in effect. Services will be invoiced and paid on a project-by-project basis. CITY will invoice PORT and PORT will make payment within 30 days of receipt of invoice.
3. The parties are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and condition of their employer. CITY shall be responsible for the direct payment of any salaries, wages, compensation or benefits for CITYs' workers performing services on behalf of PORT under this agreement. CITY shall not be liable for compensating or indemnifying any employee of PORT for any injury or work arising in any way out of work provided pursuant to this Agreement.
4. Each party shall be solely responsible for its own acts, and those of its employees and officers under this Agreement. No party shall be responsible or liable for consequential damages to another party arising out of providing or using equipment or services under this Agreement. CITY shall, within the limits of Washington Law, hold harmless, indemnify and defend the PORT, its officers, agents and employees from all claims arising solely by reason of any act or

failure to act by the CITY or its employees. Notwithstanding the above, the PORT shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the provider regarding site conditions or other aspects of the project.

5. Either party may terminate its participation by providing thirty (30) days written notice to the other party. Any amounts due and owing by a terminating party shall continue as a debt and shall be paid within thirty (30) days of termination.

6. This Agreement shall be effective upon execution by the last signatory.

City of Ilwaco
Ilwaco, Washington

Mike Cassinelli, Mayor

Date: _____

Port of Ilwaco
Ilwaco, Washington

_____, Chairman
Port of Ilwaco Commission

Date: _____

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 6/23/14 Council Business Item:
- B. Issue/Topic: **Recreation and Conservation Office grant application for recreational trails program projects**
- C. Sponsor(s):
1. Nick Haldeman 2.
- D. Background (overview of why issue is before council):
1. The Recreation and Conservation Funding Board administers Recreational Trails Grants to create outdoor recreation opportunities, including providing funds for reducing trail maintenance backlogs.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. In order to apply for the grant funding, the council must pass a resolution specifically provided by the Recreation and Conservation Office authorizing submittal of the application for grant funding assistance.
2. Grant application would fund the purchase of a skid steer with broom and attachment to be used by city staff on the Black Lake & Discovery Trail. The additional grant funding could provide for maintenance for those two trails for the next two years which may include gravel, equipment maintenance/annual servicing, supplies for bridge maintenance along with assisting with the funding of the contract with Naselle Youth Camp to provide additional labor for trail maintenance.
3. The application was submitted in 2012 and not selected for award. The cost estimate is still being finalized. It is anticipated that the total project cost, which will cover two years, will be for \$60,000 to \$75,000. Approximately \$40,000 will be for equipment purchase with the remaining \$20,000 or \$30,000 for two years of supplies, equipment maintenance, labor and benefits.
- F. Impacts:
1. Fiscal: At least, 20% match if awarded (see cost estimate). The 20% can be made up of the labor/benefits and other trail maintenance expenses they city already incurs. Over two years the city would need \$12,000 to \$15,000 of match.
2. Legal:
3. Personnel: Grant would provide equipment and labor for staff to design and implement a trail maintenance plan.
4. Service/Delivery: Trails will be better maintained, which will prolong the life of the existing investment to minimize reconstruction.

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. Grant would fund the type of equipment that is necessary to maintain the Discovery Trail.

I. Time Constraints/Due Dates: **Application must be submitted by July 1, 2014.**

J. Proposed Motion: **I move to adopt the resolution authorizing submittal of an application for grant funding assistance for recreational trail projects to the Recreation and Conservation Office.**

**CITY OF ILWACO
RESOLUTION NO. 201x-xx**

**Recreational Trails Program
Authorizing Resolution
Education, Maintenance Type Projects**

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AUTHORIZING SUBMITTING APPLICATION(S) FOR GRANT FUNDING ASSISTANCE FOR RECREATIONAL TRAILS PROGRAM PROJECT(S) TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN THE SAFE ACCOUNTABLE FLEXIBLE EFFICIENT TRANSPORTATION EQUITY ACT, TITLE 23 USC, SECTION 206, WAC 286, AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, under the provisions of the Recreational Trails Program (RTP) program, federal grant assistance is requested to aid in financing the cost of trail maintenance; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1.

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from General Fund revenues and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We have read both the federal guidelines and state policies for the RTP program and agree to abide by those guidelines and policies, and as RTP grants are federal funds, our organization must comply with all applicable laws.
6. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and
7. We provided appropriate opportunity for public comment on this application.

Section 2. Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF JUNE, 2014.

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: xx, 2014

City of Ilwaco
 Washington State Recreation and Conversation Office
 City of Ilwaco Trail Maintenance 2012
 RCO #12-1774
 Cost Estimate

	Discovery Trail	Black Lake Trail	
Skid Steer w/broom attachment	38,000		
Additional attachments		9,000	
Equipment maintenance (x 2 years)	1,000	1,000	
Gravel (x 2 years)	300	300	
Bridge non-skid material	1,500	-	
Bridge maintenance (paint/etc.) (x 2 years)	400	400	
Youth Crew	1,500	1,500	
			* includes work on trails and developing maintenance plan
Labor/Benefits (x 2 years)	6,000	6,000	
Small Tools	150	150	
Procurment costs	150		
Grant Adiminstration costs (x2 years)	1,820	1,820	
	<u>50,820</u>	<u>20,170</u>	

Two year Trail Project
 70,990 Project Total
 56,792 Grant 80%
 14,198 City Match 20%

City of Ilwaco Trail Maintenance 2012
Application Evaluation Criteria Responses

1. **Need:** The need for a high-quality trail maintenance and operations program in the City of Ilwaco is driven by several factors:
 - a. **Reduce existing trail maintenance backlogs and prevent further backlog.**

The Discovery Trail connects Ilwaco to Cape Disappointment State Park, the most popular overnight camping park in Washington State, and the nearby communities of Seaview and Long Beach. While paved, the Ilwaco portion of the trail goes through heavily forested groves that create considerable debris on the trail and bridge, which creates slippery conditions. The trail is inaccessible by large vehicles or street sweepers, and is maintained manually by blowers, which are mostly ineffective as the trail stays wet most of the year. The Black Lake Trail, which includes several interconnected trails around a lake adjacent to a regional middle/high school, is also heavily wooded and inaccessible by large vehicles. The city staff consisted of five employees to maintain streets, water distribution, storm water infrastructure and parks. Two years ago, three of the employees were laid off. Over the course of the last two years, the remaining staff have attempted to respond to complaints regarding slippery areas, debris or washed out areas. As finances permit, youth crews have been used to clear over-growth. Overall, due to the lack of staffing for these labor intensive tasks, trail maintenance has become a response to complaints versus a preventive plan. The city has limited funds to allocate toward trail maintenance. Funding from a grant would greatly assist by providing much needed equipment for regular cleaning and maintenance.
 - b. **Prolong the life of the existing investment to minimize reconstruction.**

The Discovery Trail was built with federal, state, and local funding sources as a joint effort between the jurisdictions that it passes through. A substantial investment was made to install a paved trail. The easement for the trail requires that it be maintained. The pavement must be kept clear along with the bridge to avoid unnecessary deterioration. If the low-lying brush along the Black Lake trail is not annually maintained, the trail would quickly become overgrown and use would diminish.
 - c. **Promote a healthy community.**

Recently, the city formed a Parks and Recreation Commission that is focused on seeing that the city's parks and trails are maintained and expanded. Citizens and visitors are encouraged by such events as the annual Black Lake Fishing Derby and Firecracker 5k to get out and enjoy the city's parks and trails. The nearby state park also encourages citizens and visitors to enjoy the outdoors. While there has not been any data kept on the number of citizens and visitors that use the trail, it has created a noticeable draw to the area. The local middle/high school utilizes the trails for their cross country training and meets. There are various access points to each of the trails making it convenient to users. By maintaining the trails, the experience for its users should be pleasant and ongoing.
 - d. **Provide a safe experience for individuals enjoying public lands.**

Lack of routine maintenance has left the city staff responding to reports of un-safe trail conditions such as slippery areas from wet leaves or moss, branches or other large debris, and washed out areas. While the city does utilize youth crews to annually remove overgrown foliage from both trails or add gravel to the Black Lake trail, there is still regular cleaning that needs to be done to keep the trail surface safe.

2. **Need Satisfaction:** The need satisfaction will be high due to the following issue resolutions:
 - a. **Capital Equipment.** By purchasing a skid steer with a broom attachment the city staff would be enabled to regularly perform routine cleaning of the trails and bridge to prevent or minimize safety issues versus the reactive approach. Currently the city does not possess equipment that can effectively perform this function. In the past, blowers, shovels, and brooms have been used to attempt to clear the trails. A grant to purchase the necessary equipment would allow for routine adequate cleaning on a regular basis. Additionally, the equipment could be used for trail maintenance to trim brush and haul and grade gravel. By having the appropriate equipment to regularly clean the trails, the trail will reach its life expectancy and be an attractive enjoyable place for citizens and visitors to come.
 - b. **Trail Maintenance.** The grant would assist with trail maintenance for two years, including labor and youth crews, gravel, equipment maintenance and annual servicing along with supplies for bridge maintenance, such as non-skid material, painting, and repair of loose boards. A grant would assist with funding the contract with Naselle Youth Camp to provide youth crews for annual trail maintenance. In the past the city has had limited funds to dedicate to this task. Trails were maintained by youth crews when funds were available.
4. **Maintenance:** The project will reduce maintenance backlog by addressing the following:
 - a. **Frequency of maintenance:** Ideally, the 2.5 miles of trail would have continual maintenance as the project sites are heavily wooded areas along the Washington state coastline, which is subject to gale force or higher winds. By cleaning 100% of the trail on a weekly or bi-weekly basis with a skid steer, leaves and debris would not be allowed to build up and cause un-safe situations. The Ilwaco portion of the Discovery Trail is often described as slippery due to the needles and leaves that are difficult to remove as the area never completely dries out. The Black Lake Trail is also subject to downed trees, debris and potholes caused by wind and rain storms. Annual brush removal by youth crews would help minimize debris.
 - b. **Prior maintenance:** Annually or semi-annually labor intensive work has been performed on trails by staff with blowers and youth crews with hand tools, weed eaters and chain saws to attempt to maintain the trails. Signs have been posted to warn users of slippery areas.
 - c. **Amount of backlog to be addressed:** The 2.5 miles of trails currently become close to difficult to use during the winter because of the inability to effectively remove wet leaves. Both trails would benefit from proper equipment and a more frequent maintenance schedule to ensure they can be kept accessible year round.
 - d. **Qualifications to complete project:** City staff currently operate similar equipment that is too large to maintain trails, and youth crews periodically assist with maintenance of trails.
 - e. **Specific and appropriate goals:** The project maintenance goals are to keep both trails accessible year round to promote a healthy community and provide a safe experience for individuals enjoying public lands, including the regional middle/high school users, while leveraging cost-efficient youth crews for labor intensive tasks.
 - f. **Extension of service life as a result of maintenance:** By following a regular maintenance plan, the city can ensure the safety of trail users; preserve the existing infrastructure; engage in long-term, cost-effective maintenance; and meet public expectations for a safe, natural, back country experience.
5. **Readiness to Proceed:** The project is ready to proceed based on the following factors:

- a. **Project Timeline:** Work could begin as soon as the grant is approved. Trails are currently open to use and in need of more effective, regular maintenance and cleaning.
 - b. **Elements for proceeding:** Skid steer equipment and accessories have been researched. The procurement process for the equipment should take less than one month. An interagency agreement with the Department of Natural Resources for youth crews can be executed with minimal delay based on previous contracts. No permits, environmental clearances or engineering are required.
 - c. **Urgency:** Trails are currently heavily used and in need of maintenance.
6. **Cost-Benefit:** Factors illustrating that the benefits outweigh the costs include:
- a. **Long-term cost maintenance:** By purchasing the best suited equipment to properly maintain the trails, the life of the existing investment can be prolonged and reconstruction minimized. If well maintained the skid steer could be utilized for close to twenty years resulting in an amortized cost of approximately \$2,000 per year. The cost of staff labor and benefits will be more effective by utilizing the proper equipment for the job, and lower cost youth crews can be leveraged for labor intensive tasks. With the intent for future trail additions, having the proper equipment for maintenance and cleaning will prepare and equip the city for the additional work load.
 - b. **Environmental cost benefit:** This project will promote a healthy community, help ensure a safe experience for individuals enjoying public lands, alleviate potentially unnecessary ill will for trail users concerned about their safety on slippery surfaces and debris covered trails, and protect the city from potential lawsuits resulting from unsafe conditions. Most of all, the trails will allow the citizens and visitors to enjoy nature in a designated area while protecting the surrounding forest.
7. **Non-Government Contributions:**
- a. **Youth Crews:** Through interagency agreements with the Department of Natural Resources for youth crews, the city benefits from labor and benefits at a rate much less than salaries and benefits for city staff. The impact of 8-10 member youth crews specifically dedicated to cleaning and clearing trails can significantly reduce existing trail maintenance backlogs and prevent further backlog. Additionally, the sports teams from the regional middle/high school assist with the trails.
 - b. **Volunteer Parks & Recreation Commission:** The city sees the value of maintaining these trails for residents and visitors, and is currently working on a plan to increase the amount of trails providing public access to natural habitats. Because of the critical role tourism plays in the economy of the region, trails are a vital portion of the city's facilities.
8. **Project Support:**
- a. **Volunteer Parks & Recreation Commission:** The commission has been working on gaining interest in trail use and encourages the city staff to find adequate ways to maintain the trails. Commission members have assisted with projects at or near the trails.
 - b. **Letters/Publications:** The local newspaper mentioned the grant application and work the city is doing toward additional trails. The local developer that granted the easement for the Discovery Trail has provided a letter supporting the grant application. A resolution was passed by the city council supporting the application.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 6/23/14 Council Business Item:
- B. Issue/Topic: **Recreation and Conservation Office grant application for Non-Highway and Off-Road Vehicle Activities Program**
- C. Sponsor(s):
 1. Nick Haldeman 2.
- D. Background (overview of why issue is before council):
 1. The Recreation and Conservation Funding Board administers Non-Highway and Off-Road Vehicle Grants to develop and manage recreation opportunities for such activities as cross-country skiing, hiking, horseback riding, mountain bicycling, hunting, fishing, sightseeing, motorcycling, and riding all-terrain and four-wheel drive. These grants are also awarded to assist with education and enforcement programs that help encourage the responsible use of the outdoors.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1. In order to apply for the grant funding, the council must pass a resolution specifically provided by the Recreation and Conservation Office authorizing submittal of the application for grant funding assistance.
 2. Grant application funds would cover the planning and development costs of this project, as documented on the attached proposed budget.
- F. Impacts:
 1. Fiscal: Match is not required for this grant, but it is strongly encouraged. Match can be gained by cash donations, bonds, applicant's labor or materials and possibly other grant funds.
 2. Legal:
 3. Personnel:
 4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
 1.
- I. Time Constraints/Due Dates: **Application must be submitted by July 1, 2014.**
- J. Proposed Motion: **I move to adopt the resolution authorizing submittal of an application for grant funding for non-highway and off-road vehicle activities program to the Recreation and Conservation Office.**

**CITY OF ILWACO
RESOLUTION NO. 201x-xx**

**Nonhighway and Off-Road Vehicle Activities Program
Authorizing Resolution**

Education/Enforcement, Maintenance/Operation, Planning Type Projects

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AUTHORIZING SUBMITTING APPLICATION(S) FOR FUNDING ASSISTANCE FOR NONHIGHWAY AND OFF-ROAD VEHICLE ACTIVITIES (NOVA) PROGRAM PROJECT(S) TO THE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 46.09 RCW, NONHIGHWAY AND OFF-ROAD VEHICLES ACTIVITY PROGRAM.

WHEREAS, our organization has approved a comprehensive parks and recreation plan that includes this project; and

WHEREAS, under the provisions of the Nonhighway and Off-Road Vehicle Activities (NOVA) program, state grant assistance is requested to aid in financing the cost of planning; and

WHEREAS, our organization considers it in the best public interest to complete the project described in the application(s);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1.

1. The Mayor is authorized to make formal application to the Recreation and Conservation Office for grant assistance;
2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
3. Our organization hereby certifies that our matching share of project funding will be derived from General Fund revenues and donations and that we are responsible for supporting all non-cash commitments to this project should they not materialize.
4. We acknowledge that the grant assistance, if approved, will be paid on a reimbursement basis, meaning we will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to our vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.
5. We have read both the federal guidelines and state policies for the RTP program and agree to abide by those guidelines and policies, and as RTP grants are federal funds, our organization must comply with all applicable laws.
6. This resolution becomes part of a formal application to the Recreation and Conservation Office for grant assistance; and

7. We provided appropriate opportunity for public comment on this application.

Section 2. Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF JUNE, 2014.

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: xx, 2014

Elaine McMillan

From: Nickolas Haldeman [nickolas.haldeman@gmail.com]
Sent: Thursday, June 19, 2014 10:35 AM
To: City Clerk
Cc: Elaine McMillan
Subject: RTP & NOVA Grants
Attachments: BlackLakeNOVA.pdf; BlackLakeNOVA_Conceptual.pdf; RTPAdditions.docx

Ariel,

Here's what I have completed thus far the July 1 deadline for the next round of grants. Upon further research, I discovered the project I had in mind at Black Lake is better suited for the NOVA grant program, not RTP as I indicated to Elaine. I'll be working on populating PRISM over the coming weeks but this should be enough information for City Council to pass the authorizing resolution allowing me to apply for the grant. The state is very particular about this document and sample can be found at http://www.rco.wa.gov/documents/manuals&forms/nova_resolution-e&e.pdf.

In terms of the possibility of the RTP submission for this year, I think it should be submitted too. Elaine has an application from 2 years ago that was very well done and we can submit that again, this would also require the passing of an authorizing resolution. Again, please use the state form for verbiage as they are very particular, <http://www.rco.wa.gov/documents/manuals&forms/resolutions/RTPedMaintLocal.pdf>. I have one small addition that I think could easily be added to the RTP application which would allow for the purchase of hand tools for trail maintenance by community groups and school students during trail work parties. Please see the attached list for quantities and prices for the addition.

I'll try and swing by this afternoon to answer any questions you may have and I plan at being on the City Council meeting on Monday to address councils' questions/concerns. Thanks for all the help.

Sincerely,

Nick

Black Lake NOVA Grant Synopsis

Black Lake more than any other project on Ilwaco's radar has the potential to dramatically change how people view, live, work or play in Ilwaco. With assistance from the Washington State Recreation Conservation Office (RCO) Non-highway and Off-Road Vehicle Activities Program (NOVA) Ilwaco has the opportunity to turn this already prized gem into a diamond. By applying for Planning and Development projects related to Black Lake the City of Ilwaco has the opportunity to be awarded a grant up to \$100,000. While some of the work regarding has already been accomplished much is still to be done.

Planning: Given Black Lake's proximity to the City of Ilwaco and the elevation unique to the forested hills surrounding it, the potential exists to develop the area into a mountain biking trail system complete with looped trails varying in ability level based on technical ability. Not only will the planning study look at potential trails, existing trails would be examined and renovated to better fit the comprehensive plan. In addition the proximity of Black Lake to Ocean Beach Hospital and Ilwaco Middle and High School, make the potential for this park that much bigger. Given the middle school current (water quality education) and future (mountain biking class) the potential exists for having students in the park on a regular basis. If the mountain biking trails are improved further, the potential exists for hosting middle/high school mountain biking contests. Furthermore this planning study would look at the potential that exists at the old City shop site on the southeast corner of the lake, taking into account several of the ideas already floating around for that area including a shallow entry beach, covered picnic area, lockable boat storage and handicapped fishing access. In addition this study would look at the feasibility of replacing undersized culverts with pedestrian bridges to eliminate sedimentation and flooding problems often seen in the winter. With three different access points and diverse recreation potential Black Lake could be a veritable recreation playground, making Ilwaco a recreation destination.

Development: Given the popularity of Black Lake since the eradication of the Elodea population, improvements need to be made to support the increased use around the lake specifically related to the boat launch parking lot. The current parking area also serves as a trailhead for the trails around Black Lake. Currently the parking lot is undersized and lack restroom facilities. At peak demand, during the fishing derby, the current parking lot fills very early forcing fishermen to "invent" parking spots and boat launches around the lake, which negatively affects the water quality and riparian habitat. This development project would make the parking lot more usable for a larger number of visitors, which would alleviate the current mixed used problems. Additionally this project would provide basic restroom facilities, eliminating the persistence problem of park users defecating and urinating the bushes around the current parking area. Other improvements would be related to signage and trailhead redesign. This development project would complement the planning component of the NOVA grant well and create a highly visible project that would enhance the recreational opportunities in the area.

Need

a. Community Need

- Ilwaco Parks, Trails & Natural Areas survey supports the development of facilities at Black Lake 2014.
- NOVA funds are critical to completion of this project for a number of reasons. The current physical condition is deplorable, there are several environmental issues, and the potential loss of recreation exists.

b. Inventory Issues

- Currently there are few if any similar opportunities now available in the local area.
- The potential for a unique recreational experience exists at Black Lake more so at Black Lake than anywhere else on the entire Long Beach peninsula. New facilities will provide access to more recreational opportunities and will have potential economic implications.
- Several existing trails in the area need maintenance.

c. Use

- Given the proximity to Ilwaco Middle and High Schools, Ocean Beach Hospital, and the downtown Ilwaco core this project will be very accessible. People with disabilities will have better access and more fishing opportunities.
- Currently trails aren't heavily used due to lack of knowledge and lack of recreational opportunities.
- Currently the mountain biking, open-water swimming, and small craft (kayak, canoe, and paddleboard) user groups are underserved.

2. Need Fulfillment

- This project will provide much needed planning for restroom facilities, a new trailhead, new trail corridors, a shallow entry beach and parking facilities.
- The needs identified in the service area will be met through the comprehensive planning of the entire park. This project will provide a shallow entry beach for water access by small craft users.
- This project will seek to meet the majority of needs for the aforementioned underserved groups.
- The intended users were included in the Ilwaco Parks, Trails & Natural Area planning process.

4. Project Design

- This project has the potential to protect approximately 50 acres of forested upland, which include two of the tributaries feeding Black Lake.
- Developing a comprehensive plan for this site will allow for best use designs to be developed. One such component will take a

derelict building and replace it with a more user-friendly inviting structure.

- This site already has minimal maintenance, addressing problems areas and fixing known problems would reduce maintenance even further.

6. Planning

a. Recreation Benefit and Public Involvement Factors

- This project will directly benefit the intended recreation and provide a complete framework by which all future development will follow.

b. What are the results of any public involvement in the planning proposal? Proposed Plan Scope and Outcome Factors.

- The goal of a comprehensive plan is appropriate because it would give the community a vision of the future of recreation for the Black Lake area and potentially open up new recreational markets for the local businesses.
- The proposed study is cost-effective because it would provide a foundation for future development thus eliminating redundancy and duplicated efforts. The plan for development of a shallow entry beach is cost-effective given the large in-kind donation available.
- The study will expand potential recreational opportunities based on model communities with similar recreation and demographics.
- There are no conditions that might require extraordinary or unique planning or design efforts.
- The complexity of environmental mitigation will be minimal as there will be minimal impact to Black Lake.
- The study will address maintenance and stewardship of the planning area through thoughtful development of sustainable trails that showcase the natural beauty of the area and provided improved recreational opportunities.
- The qualification and experience of the personnel, including consultants is yet to be determined, as most of the team has not been assembled at this time.

c. Sustainability Factors

- The natural characteristics of the site support the future planned uses and make it ideal and the only suitable site for mountain biking on the Long Beach peninsula.
- The study will work to protect wetlands and tributaries to Black Lake through preservation of the upland forest adjacent to the lake.
- This study will pay attention to removal of invasive species on site including Himalayan Blackberry, English Holly, and English Ivy.

- Each component of the plan will strive to maintain the natural features and minimize environmental impacts.
7. Sustainability and Environmental Stewardship
- This project will protect natural resources onsite through integration of sustainable elements including trails built using the IMBA trail standards.
 - Invasive species will be removed and replaced with native species.
 - Interpretive panels/signs will be installed.
 - The site will be primarily access by mountain bike and foot. Access to the trailheads/parking areas will be by vehicle.
 - Efforts will be made to replace undersized culverts with bridges to reduce peak flow runoff impacts to the adjacent wetlands.
8. Readiness to proceed
- Work can be being as soon as possible with regard to the development of the shallow entry beach and associated trailhead/parking area.
 - Permits are in the works for several components of the project, many of labor and materials have been resolved.
9. Predominately natural
- This second growth forest is the only one of its kind in proximity a population center on the Long Beach peninsula. In addition it provides elevation gain/loss critical to good mountain bike trails and is the only site available for this type of use. This forest also provides outdoor educational opportunities for local middle and high school students.
10. Project support
- Donations to complete this project including labor, materials, and equipment are already coming in.
 - Support from friends and user groups show favorable support for such a project.
 - Increase use of the existing facilities over the last two years through promotion of recreational races (i.e. triathlons).
 - Increased interested in potential of this area by middle school principal seeking to engage students in the outdoors through mountain biking course during upcoming school year.
 - Several local groups have expressed interest
11. Cost-benefit
- The cost per mile of trail development depends on the type of trail being constructed. For mountain bike single-track cost per mile will be approximately \$1500 per mile.
 - This project has the potential to triple amount of available trails and new recreational access points.
 - Developing this project to the full scale of its potential will have major non-recreational benefits. Public health will be improved, as more people will have new recreational opportunities

previously unavailable. The City of Ilwaco and the entire Long Beach peninsula stand to gain economically as well given that mountain biking has now become a destination sport and people are willing to drive 4-5hrs to ride new and/or challenging trails. Having middle school students engaged in curriculum based on mountain biking will not only educate them about the benefits of recreation but they in turn will become stewards of the trails and promote recreation among their peers and throughout the community.

- The environmental cost-benefit is difficult to define. If the approx. 50 acres currently in private timber holdings can be gained for public recreation and saved from clear cut, the county stands to lose potential tax money from the timber sale but the environmental gains far outweigh the loss in revenue.
- This project with a minimal investment through RCO has more weight to dramatically change how people view/live/work/play in Ilwaco than potentially any other idea in the last 10 years.

12. Matching shares

- There has not been any money allocated by the City for this project yet.

13. Population proximity

- Currently the population density of Ilwaco is 445.7 people per square mile.

14. Growth Management Act

- The City of Ilwaco meets the requirements of Revised Code of Washington 43.17.250

Proposed Budget

Planning

- | | |
|------------------------------|----------|
| • Engineering & Architecture | \$25,000 |
| • Comprehensive Planning | \$10,000 |
| • Permitting | \$8,000 |
| • Project Management | \$5,000 |

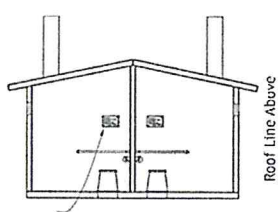
Total	\$48,000
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Development

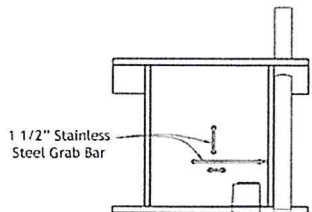
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|--------------------------------------|----------|
| • Restroom facility | \$10,000 |
| • Parking area construction | |
| ○ Tree removal | \$8,000 |
| ○ Grading | \$5,000 |
| ○ Materials (Base Roc, Gravel, etc.) | \$15,000 |
| ○ Permitting | \$2,000 |
| • Trailhead renovation | \$2,500 |
| • Interpretive Signage | \$1,500 |

Total	\$44,000
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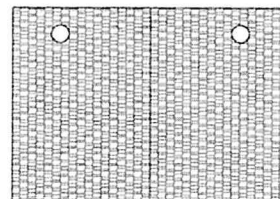
Grand Total	\$92,000
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Plan View

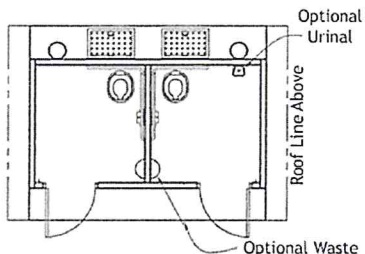


1 1/2" Stainless Steel Grab Bar



Roof Plan

Cedar Shake Textured Concrete Roof Panels



Floor Plan

Optional Urinal

Optional Waste Paper Basket

Facility is warranted for 3 years against defects in materials and workmanship. Vault is warranted for 10 years against leaks

Park and Restroom Structures, Inc.

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